

Valley Regional Fire Authority  
Interlocal Agreement for Community Assistance, Referrals, and Education Services (CARES)  
Mountain View Fire and Rescue

This agreement is made and entered into by the Valley Regional Fire Authority (VRFA) with Mountain View Fire and Rescue (MVFR), both being municipal corporations and political subdivisions of the State of Washington.

RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.21.930.
2. The VRFA CARES program is operated and managed by the VRFA and is a specifically recognized service which fire departments may provide, pursuant to RCW 35.21.930. The CARES program provides assistance, referral, and education services to community members who utilize the 911 system for non-emergency, low-acuity incidents and/or others who may benefit from CARES.
3. This interlocal agreement (ILA) describes the relationship between VRFA CARES and Mountain View Fire and Rescue.
4. The CARES program will offer social services to MVFR on an Emergency Services Organization Solutions (ESO) patient referral system basis.

AGREEMENT

1.0 Purpose and Scope of Agreement

- 1.1 The purpose and scope of this agreement is to establish the terms of VRFA CARES program with MVFR. This partnership allows MVFR to receive CARES services from VRFA via MVFR responders in the field who recognize 911 callers with social service needs.

2.0 Term of the Agreement

- 2.1 This agreement shall be effective on August 1, 2022 and shall continue until December 31, 2023.
- 2.2 This agreement shall continue in full force and effect for a term of seventeen (17) months unless terminated by either party with ninety (90) days' written notice. Unless terminated by either party, this Agreement shall be automatically renewed annually for successive twelve (12) month terms.

3.0 Service Boundaries

- 3.1 The CARES program will provide CARES services to MVFR's jurisdiction and service areas only.

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4.0 VRFA CARES Management

4.1 VRFA will provide semi-annual reports on patient referrals, contacts, call data, and other pertinent statistics to MVFR.

5.0 Fiscal Arrangements

5.1 All costs associated with program administration, case management, vehicle and equipment maintenance, supplies, and equipment are the responsibility of the VRFA.

5.2 Each agency is responsible for contracting with King County Emergency Medical Services (KCEMS) for the purposes of acquiring funds related to their participation in CARES.

5.2.1 Subject to the ESO integration deduction set forth in Section 5.3, MVFR agrees to forward 100% of their allotted share of Mobile Integrated Health (MIH) monies from KCEMS to VRFA. VRFA will invoice MVFR on a quarterly basis for payment.

5.3 MVFR will be invoiced by ESO for ESO integration with the CARES program's records management system (Julota) on an annual basis. In the quarter that this invoice is paid by MVFR, MVFR shall subtract the total cost of the ESO integration from the MIH money paid to VRFA.

6.0 Hours of Operation

6.1 The CARES Team is staffed 10-hours per day, Monday-Thursday, 0700-1700 hours, excluding holidays.

6.2 ESO referrals reported during both business and non-business hours will be addressed in a timely manner. All referrals received from MVFR response personnel will be triaged by the VRFA CARES Team.

6.3 VRFA will make every reasonable effort to provide consistent scheduling and operation of the CARES Team. However, all parties recognize that consistent hours of operation may not be possible due to unforeseen events, including illness, local agency emergencies, and/or other events.

7.0 Referral Service

7.1 Individual CARES services will be provided by a social worker(s). No VRFA fire units will respond into the MVFR jurisdiction for CARES responses unless requested by MVFR.

7.2 A CARES Team staff member will request an MVFR unit on the first patient visit to a referral patient and any subsequent visits deemed necessary by the social worker(s). This ensures the safety of the social worker(s) and establishes a rapport with the patient and MVFR.

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7.3 All BLS services will be provided by MVFR.

8.0 Data Collection

8.1 CARES will provide data-supported reports to MVFR twice yearly.

8.2 Reports will include total patient referrals, location of referrals, time spent with patients, and enrollments into the case management system (Julota).

8.3 MVFR will allow their ESO data to integrate into Julota. This will enable CARES staff to track, manage, and follow-up with patients.

9.0 Insurance

9.1 VRFA and MVFR shall provide and maintain suitable commercial general liability and auto liability insurance policies to protect them from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each type of coverage shall be at least \$1,000,000 combined single limit.

10.0 Dispute Resolution

10.1 Should a dispute arise under this Agreement, the agencies shall first meet and attempt to negotiate a resolution to any dispute.

10.2 If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

10.3 If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

10.4 Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

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11.0 Indemnification

11.1 Each Party shall be responsible for the wrongful or negligent actions of its employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

11.2 To that end, each Party promises to indemnify, defend and hold harmless the other Party from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Parties or other at fault persons or entities in accordance with the laws of the State of Washington. Each Party shall be solely responsible for its own attorney fees and any litigation related costs.

11.3 Nothing herein shall be interpreted to:

11.3.1 Waive any defense arising out of RCW Title 51, provided; however, each Party agrees that its obligations under this provision extend to any claim demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects to the other Agencies only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.3.2 Limit the ability of a participant to exercise any right, defense, or remedy which an Party may have with respect to third party Agencies or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.

11.3.3 Cover or require indemnification or payment of any judgment against any individual or Party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

12.0 Miscellaneous

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- 12.1 **Notices.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 12.2 **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 12.3 **Severability.** If any provision of this agreement, or its application, is held invalid, the remainder of this agreement shall not be affected.
- 12.4 **Filing.** This agreement shall be filed with the King County Auditor or listed by subject on the web page of Mountain View Fire and Rescue.
- 12.5 **Non-Agency.** No separate legal or administrative agency is created by this agreement. No party to this agreement assumes a particular duty of care to any party to this agreement.
- 12.6 **Non-Waiver.** The failure of any party to insist upon strict performance of any term of this agreement shall not impact that party's right to insist upon strict performance at a later time.
- 12.7 **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements and may not be modified except by a signed writing executed by the parties.
- 12.9 **Counterparts.** This agreement may be executed in counterparts, i.e., in separate times and in separate places, and a copy of this agreement shall be deemed as valid as an original.
- 12.10 **Authority.** The signatories hereto covenant that they have the authority to execute this agreement on behalf of their respective agencies.
- 12.11 **No property shall be exchanged between the parties pursuant to this Agreement.**
- 12.12 **Administration of Agreement.** The VRFA Fire Chief shall be the administrator of this Agreement.
- 12.13 **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 12.14 **Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

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- 12.15 Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
  
- 12.16 Non-Exclusive Agreement. The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.

IN WITNESS HEREOF, the Agencies by the signatures of their authorized representatives have executed this agreement effective upon the date of signatures

  
\_\_\_\_\_  
Greg Smith, Fire Chief

Aug 24, 2022  
Date

Mountain View Fire and Rescue  
32316 148<sup>th</sup> Ave SE  
Auburn, WA 98092

  
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Brad Thompson, Fire Chief

August 24, 2022  
Date

Valley Regional Fire Authority  
1101 D Street NE  
Auburn, WA 98002