

**FIRE AND EMERGENCY MEDICAL
PROTECTION AGREEMENT**

This Agreement is entered into between KING COUNTY FIRE PROTECTION DISTRICT NO. 31, a municipal corporation, hereafter referred to as "District", and the VALLEY REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "VRFA."

RECITALS

1. This agreement is entered into by the VRFA under the authority of RCW 52.26.090 and the District under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The VRFA provides fire prevention services, fire suppression services and emergency medical services within the boundaries of the VRFA.
3. The District has a need for such services and the VRFA has the ability to supply the needed services to the District.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Effective Date and Termination of Agreement.** This agreement shall be effective on January 1, 2021 and is perpetual unless terminated, by either party, in writing with 90 days' notice.
2. **Services to be Provided by VRFA.** The VRFA agrees to furnish fire prevention, fire suppression, emergency medical and hazardous material response services to all properties and persons presently within or annexed to the District including all District owned or leased real and personal properties. Such fire and emergency medical protection shall be rendered on the same basis as such protection is rendered to other areas within the VRFA or with which the VRFA has contracts, but the VRFA assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous fires or emergency medical calls within the VRFA and outside of the VRFA whereby facilities of the VRFA are taxed beyond its ability to render equal protection, the officers and agents of the VRFA shall have discretion as to which call shall be answered first and shall be the sole judge as to the most expeditious manner of handling and responding to said calls. The VRFA shall furnish all personnel and equipment required to perform the services described above.
3. **Performance of Services.** The VRFA agrees that during the term of this agreement, all emergency medical services supplied by the VRFA and the vehicles and personnel used to supply such services will meet the statutory and regulatory requirements set forth in Chapter 18.71 and 18.73 RCW and Chapter 248-15 and 248-17 WAC.

- 4. Payment by District for Services.** In exchange for the rendition of services by the VRFA, the District agrees to pay to the VRFA a sum equal to ninety percent (90%) of the revenue derived, as the product of multiplying the total assessed valuation by the tax rate of \$1.50 per thousand, of taxable property located within the limits of the District. Assessed valuation shall be the "regular" assessed valuation established annually by the King County Assessor's Office. Monetary payments by the District to the VRFA shall be made annually, prior to December 31. The VRFA will receive one hundred percent (100%) of the funding provided by the King County Medic One levy for delivery of basic life support services.
- 5. Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.
- 6. Insurance.** The VRFA agrees to carry at all times during the term of this agreement, liability insurance coverage in the minimum amount of \$2,000,000.00 per occurrence covering the VRFA and the District for all activities of the employees, officers and agents of the VRFA relating to the performance of this agreement. The VRFA shall cause the District to be a named insured on such policy and the VRFA shall provide the District with proof of liability insurance at the time this Agreement is executed.
- 7. Property ownership.** All property acquired by the VRFA to enable it to perform the services required under this agreement shall remain the property of the VRFA in the event of a termination of this agreement.
- 8. Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.
- 9. Severability.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
- 10. Modification.** This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties.
- 11. 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. Litigation.** In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

13. Non-Exclusive Agreement. The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.

14. Reports. The VRFA agrees to provide the District with a report indicating the number and nature of responses by the VRFA within the District on a quarterly basis.

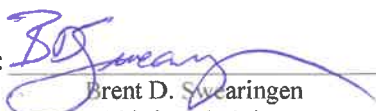
Dated: 11/10/2020

Dated: _____

VALLEY REGIONAL FIRE AUTHORITY

KING COUNTY FIREPROTECTION

DISTRICT NO. 31

By: 
Brent D. Swearingen
Fire Chief / Administrator

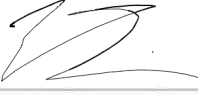
By: 
Commissioner

By: 
Commissioner

By: _____
Commissioner

Approved as to form:

Approved as to form:

By: 
Counsel to the VRFA

By: 
District Attorney