

FIRST AID/CPR CONSORTIUM AGREEMENT

This Agreement is entered into between Renton Regional Fire Authority "RRFA", Puget Sound Regional Fire Authority "PSRFA" and Valley Regional Fire Authority "VRFA" all municipal corporations, of the State of Washington and collectively referred to as an Agency or Agencies.

RECITALS

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act;
2. The Agencies each currently provide First Aid and CPR Training within their jurisdictions using qualified personnel;
3. The Agencies desire to work cooperatively to provide First Aid and CPR Training at the highest possible efficiency level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources;
4. The Agencies have concluded that collaboration would provide the highest level of service with the least duplication and cost and allow for the completion of functions not possible within current funding;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. Scope of Agreement

- 1.1. The scope of this Agreement is to work cooperatively to provide First Aid and CPR Training within the jurisdiction of each Agency to this Agreement.
- 1.2. Each Agency shall retain full authority for and jurisdiction over budgets and other matters not specifically addressed in this Agreement.
- 1.3. RRFA shall maintain a First Aid and CPR Training website for the purpose of scheduling and registering interested citizens in First Aid and CPR Training classes that will be held at various locations in each jurisdiction.
- 1.4. RRFA staff shall manage the registration process, collect registration fees, refund registration fees when required and hold such fees in a separate fund.
- 1.5. Each Agency shall provide the RRFA with the class locations, dates and times for that Agency's jurisdiction and shall timely notify RRFA of any changes or class cancellations.
- 1.6. Each Agency will provide instructors for the First Aid and CPR training classes in that Agency's jurisdiction at the Agency's sole cost. In the event an Agency does not have

an available instructor for a class within that Agency's jurisdiction, the Agency may request an instructor from another Agency, the other Agency shall provide such instructors without cost to the requesting Agency.

2. **Term.** This Agreement shall be effective June 1, 2019 and shall continue until May 31, 2020. Any Agency may terminate their participation in the Agreement by providing the other Agencies 30 days written notice of termination of the Agreement.
3. **Personnel.** Personnel who provide services under this Agreement shall remain personnel of their employing agency and shall not be considered personnel of the other Agencies to this Agreement. The employing Agency shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. The employing personnel shall not be entitled to any benefit provided to personnel of the other Agencies.
4. **Finances.** Each Agency shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of its tax levy and benefit charge. The Agencies recognize that each Agency will be contributing a similar amount of resources to the identified First Aid CPR training and the Agencies agree not to seek additional compensation from the other Agencies.
5. **Property Ownership.** This Agreement provides for the creation of a fund held and managed by RRFA. The funds in this account belong equally to the Agencies and the RRFA's custody of the account is for convenience purposes only. The RRFA may use the funds in the account to purchase First Aid and CPR Training equipment and supplies for use by any Agency and shall keep a detailed inventory of all such purchases. At the termination of this Agreement or on the withdrawal of an Agency, the equipment materials, supplies and any funds shall be allocated to the withdrawing Agency or to all Agencies in the event of a termination on a 1/3rd basis. The Agencies shall agree to the specific terms of all allocations under this provision. In the event of a dispute, the Agencies agree to resolve such dispute using the dispute resolution process in Section 8.
6. **Indemnification and Hold Harmless.** Each Agency agrees to defend, indemnify, and hold harmless the other Agency and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing Agency or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each Agency's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Agencies further acknowledge that they have mutually negotiated this waiver.
7. **Insurance.** Each of the Agencies shall provide insurance coverage for all operations, facilities, equipment and personnel of its agency. Each Agency shall furnish to the other Agency appropriate documentation showing that such coverage is in effect.

8. Dispute Resolution.

- 8.1.** Prior to any other action, the Agencies shall meet and attempt to negotiate a resolution to such dispute.
- 8.2.** If the Agencies are unable to resolve a dispute regarding this Agreement through negotiation, either Agency may demand mediation through a process to be mutually agreed to in good faith between the Agencies within 30 days. The Agencies shall share equally the costs of mediation and each Agency shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 8.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either Agency may submit the dispute to 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 Agencies agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both Agencies 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 Agency shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 8.4.** Following the arbitrator's issuance of a ruling/award, either Agency shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the Agency demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that Agency shall pay all costs, expenses and attorney fees to the other Agency, including all costs, attorney fees and expenses associated with any appeals.
- 8.5.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either Agency 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.

9. Miscellaneous:

- 9.1. Administration.** This Agreement shall be administered by the Fire Chief or Designee.
- 9.2. 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 Agency at its address as stated in this agreement or at such address as any Agency may designate at any time in writing.

9.3. 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.

9.4. Modification. This agreement represents the entire agreement between the Agencies. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the Agencies unless executed in writing by authorized representatives of each of the Agencies. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Agencies.

9.5. Benefits. This agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

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

9.7. Filing/Web Site. Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on either of the Agency's websites in accordance with RCW 39.34.040.

PUGET SOUND REGIONAL FIRE AUTHORITY

By:  _____

Dated: 6-4-19

RENTON REGIONAL FIRE AUTHORITY

By:  _____

Dated: 6/17/19

VALLEY REGIONAL FIRE AUTHORITY

By:  _____

Brent D. Swearingen
Fire Chief

Dated: 5/14/2019