

## INTERLOCAL AGREEMENT FOR REGIONAL FDCARES PILOT PROJECT

THIS AGREEMENT is entered into between **PUGET SOUND REGIONAL FIRE AUTHORITY**, a Washington Municipal Corporation (“Provider”), and the undersigned Washington Municipal Corporation(s) (the “User”). Provider and User(s) are referred to herein together as the “Parties” and individually a “Party.”

### RECITALS

1. The purpose and objective of the REGIONAL FDCARES PILOT PROJECT INTERLOCAL AGREEMENT ("Agreement") is to set forth the understanding, rights and responsibilities of the Parties with respect to the provision of non-emergency community assistance referral and education services pursuant to RCW 35.21.930 together with additional services as identified by the Parties in an effort to develop a regionally consistent and efficient method of providing services throughout the jurisdictions of the Provider and Users.
2. The Provider currently has the equipment and personnel to provide a FDCARES Services on a regional basis and is willing to extend this service to the User.
3. User has a need for such services and wishes to support the Regional FDCARES Pilot Project described above.
4. This Agreement is made and entered into pursuant to the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act.

### AGREEMENT

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

1. **FDCARES Services.** Subject to the terms of this Agreement, Provider shall provide User the FDCARES Services set forth in Exhibit A. (“Services”) The chief executive or designee of the User and the Fire Chief or designee of Provider may negotiate changes, amendments, and modifications to Exhibit A if mutually agreed to in writing.
2. **Payment for Services.** In consideration of the FDCARES Services provided, User shall pay Provider **\$885,719.00** for calendar year 2023. Payments shall be made on a quarterly basis each March 1, June 1, September 1 and December 1. Provider shall notify User of the annual cost of service for future years on or before August 1 of the preceding year.
3. **Reporting.** Provider shall provide User with Bi-Annual reports documenting the Services provided.
4. **Term.** The effective date of this Agreement shall be January 1, 2023. This Agreement shall automatically renew for additional one-year terms each January 1 unless terminated by a Party in writing prior to the preceding September 1. In addition, any party may terminate with six months advance written notice at any time. Payment obligations for such terminations shall be prorated based on the effective date of termination.

5. **Indemnification.** Each Party shall indemnify and hold the other Party and the other Party's agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other Party arising out of, in connection with the Party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of both Parties, and/or their agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of each Party; and provided further, that nothing herein shall require one Party to hold harmless or defend the other Party, its agents, employees and/or officers from any claims arising from the sole negligence of the other Party, its agents, employees, and/or officers. No liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein. Provider agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Provider expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity.
6. **Insurance.** The Provider shall provide insurance coverage for all Provider equipment and personnel. The insurance coverage shall include all risk property insurance and general liability insurance, including errors and omissions coverage. The Provider shall, upon request from the User, furnish to User appropriate documentation showing that such coverage is in effect. The User recognizes that the Provider is a member of a governmental insurance pool.

**7. Dispute Resolution.**

- 7.1. Prior to any other action, the Parties shall meet and attempt to negotiate a resolution to such dispute.
- 7.2. If the Parties are unable to resolve a dispute regarding this Agreement through negotiation, either 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 each Party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 7.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then, within 30 calendar days, either Party 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 Parties 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 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.
- 7.4. Following the arbitrator's issuance of a ruling/award, either Party 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 empaneling a jury for any purpose. If the Party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that Party shall pay all costs, expenses, and attorney fees to the other Party, including all costs, attorney fees and expenses associated with any appeals.

7.5. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either 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.

## 8. Miscellaneous:

8.1. **Independent Governments.** The Parties recognize and agree that the Provider and the Users are independent governments. The Users are establishing a contractual relationship solely with the Provider and are not establishing a contractual relationship with other Users. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of the Parties. This Agreement shall not be construed as creating an association, joint venture, or partnership between the Parties, nor to impose any partnership obligations or liabilities on either Party.

8.2. **Administration.** This Agreement shall be administered by each Party's chief executive officer or designee.

8.3. **Property Ownership.** This Agreement does not provide for jointly owned property unless specific provision is made for joint ownership in a Collaborative Activities Exhibit. All property presently owned or hereafter acquired by a Party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring Party in the event of the termination of this agreement.

8.4. **Service Limitation.** The FDCARES Services provided under this Agreement represent an extension and expansion of services the Provider owes to the public in general. Neither Party intends to create a special relationship or duty to the other Party or to the public served by either Party.

8.5. **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.

8.6. **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.

- 8.7. **Modification.** This agreement represents the entire agreement between the Parties. No change, termination, or attempted waiver of any of the provisions of this agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. The agreement shall not be modified, supplemented, or otherwise affected by the course of dealing between the Parties.
- 8.8. **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.
- 8.9. **Non-Exclusive Agreement.** The Parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 8.10. **Filing/Web Site. Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either of the Party’s websites in accordance with RCW 39.34.040.

9. **DUPLICATE ORIGINALS.** This agreement may be executed in duplicate originals.

PROVIDER  
 PUGET SOUND REGIONAL FIRE AUTHORITY

By: *Matthew L Morris*  
Matthew L Morris (Nov 15, 2022 15:00 PST)  
 Matthew Morris, Fire Chief

Date: 11/15/2022

USER  
 RENTON REGIONAL FIRE AUTHORITY

By: *Steven C Heitman*  
Steven C Heitman (Nov 15, 2022 15:12 PST)  
 Steve Heitman, Fire Chief

Date: 11/15/2022

KING COUNTY FIRE DISTRICT NO. 20

By: \_\_\_\_\_  
 Eric Hicks, Fire Chief

Date: \_\_\_\_\_

KING COUNTY FIRE DISTRICT NO. 28

By: \_\_\_\_\_  
 Randy Fehr, Fire Chief

Date: \_\_\_\_\_

CITY OF KENT

By: \_\_\_\_\_  
 Rafael Padilla, Police Chief

Date: \_\_\_\_\_

CITY OF RENTON

By: \_\_\_\_\_  
 Jon Schuldt, Police Chief

Date: \_\_\_\_\_

**EXHIBIT A**  
**FD CARES SERVICES**

- 1. Services.** Puget Sound Fire shall provide the User with the following services.
  - 1.1.** Day to day support for the Users organization, including aiding with the development of an FD CARES plan specific for the Users organization
- 2.** Provide access and use of all FD CARES related written materials to include all legal forms for use as the Users organization and their legal deem appropriate.
- 3.** Assist appointed User employee in educating the organizations associated members on what FD CARES is and why a fire organization should implement the program.
- 4.** Assist appointed User employee in understanding the necessary data collection for responders at all EMS related incidents.
- 5.** Assist appointed User employee(s) with addressing repetitive medical responses.
- 6.** Work with appointed User employee(s) on developing possible funding partnerships that may include but may not be limited to:
  - 6.1.1.** King County Emergency Medical Services
  - 6.1.2.** King County Mental Health
  - 6.1.3.** King County area Hospitals
  - 6.1.4.** Local area medical payer groups such as Medicaid, Medicare, Premera, Molina, etc.
- 7. User Obligations.**
  - 7.1.** Appointed User employee will work with Puget Sound Fire and other assigned staff and partners to assist with further building and improving the FD CARES program for all organizations adopting or interested in adopting the program.