

AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT is entered into between EASTSIDE FIRE AND RESCUE (a joint operation of King County Fire Protection District No. 10, King County, Washington, the City of Issaquah, Washington, the City of North Bend, Washington, and King County Fire District No. 38, King County, Washington) ("Eastside"), and the CITY OF SNOQUALMIE, Washington ("Snoqualmie"), all Washington Municipal Corporations.

RECITALS

- A. Eastside and Snoqualmie each operate fire suppression and emergency medical services within their respective service areas.
B. A portion of the Eastside territory currently is served more appropriately by Snoqualmie rather than Eastside
C. Eastside and Snoqualmie desire to enter into an agreement for the purpose of having Snoqualmie provide first response fire and emergency medical services to such territory.

AGREEMENT

UPON the foregoing premises, and in consideration of the mutual undertakings set forth herein, the parties agree as follows:

1. Term. This Agreement shall be effective from February 1, 1999, through December 31, 2003, and shall be renewed automatically thereafter for successive one-year terms; provided, that either party may terminate this Agreement by giving written notice of termination as provided below.

2. Scope of Services. Snoqualmie shall provide "single-unit" (a single two person engine company providing first response service) fire suppression and emergency medical services ("the Services") within the Service Area. In the event Snoqualmie requires assistance for any calls within the Service Area, Eastside shall respond pursuant to procedures to be agreed between the fire chiefs of the parties.

3. Payment for Services

A. For delivery of the Services to their service area in 1999, Eastside shall pay Snoqualmie \$50,000.00, in two equal installments due on June 1 and December 1, prorated from February 1, 1999 (i.e., the annual payment for 1999 shall be \$45,753.42). Eastside shall pay Snoqualmie the compensation due under this Agreement within 30 days of the date a billing statement is issued. Any amount not paid within 30 days of the billing statement date shall bear interest at the rate of one percent per month. This compensation is based on the estimated cost of maintaining a single two person engine company, and upon Snoqualmie's ability to provide this service without equipment or manpower above that required to provide fire and emergency medical services within Snoqualmie.

B. If a party believes there has been a material change of circumstances during any calendar year warranting an adjustment in compensation for subsequent years, the party may give a written request to the other party to meet to address the issues. For purposes of this Agreement, a material change of circumstances includes the following:

1. A change in the level of service requested by Eastside, such that additional personnel or equipment is required above that required for Snoqualmie to provide fire and emergency services within Snoqualmie;

2. An increase or decrease in the size of the Service Area; or

3. An increase or decrease in calls during a calendar year of more than twenty percent (20%) over the previous calendar year.

C. The parties shall have an affirmative obligation to meet and negotiate in good faith for at least sixty (60) days to attempt to resolve the issue of adjustment of compensation. The parties may agree to meet and negotiate for a longer period.

4. **Reports.** Snoqualmie shall provide to Eastside upon request, all data and reports prepared by Snoqualmie regarding the services.

5. **Termination of Agreement.** This Agreement may be terminated by mutual agreement at any time upon such terms and conditions as the parties may agree. Either party may unilaterally terminate this Agreement without cause by giving a written notice of termination to the other, subject to the following:

A. No Notice of Termination may be given until any negotiations required by or agreed to pursuant to paragraph 3(C) have been concluded or abandoned by mutual agreement.

B. Any Notice of Termination given prior to March 31 of any year shall be effective December 31 of the calendar year in which given.

C. Any Notice of Termination given between April 1 and August 31 of any year shall be effective at the expiration of twelve months from the date of the Notice.

D. Any Notice of Termination given after September 1 of any year shall be effective on December 31 of the next following calendar year.

6. **Notices.** All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered or three calendar days after the time of mailing if mailed by first class mail, postage prepaid. All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses:

Eastside Fire and Rescue
175 N.W. Newport Way
Issaquah, Washington 98027
Attn: Lee Soptich, Assistant Fire Chief

With a copy to:
Rod Kaseguma, Esq.
Inslee, Best, Doezie & Ryder
Box 90016
Bellevue, WA 98009-9016

City of Snoqualmie
Box 337
Snoqualmie, WA 98065
Attn: Don Isley, Director of Public Safety

With a copy to:
Pat Anderson, Esq.
Box 924
Snoqualmie, WA 98065

7. **Indemnification and Hold Harmless.** Snoqualmie shall protect, defend, indemnify and save harmless Eastside, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Snoqualmie, its officers, employees and agents in performing this Agreement. Eastside shall protect, defend, indemnify and save harmless Snoqualmie, its officers, employees and agents from any and all costs, claims, judgements or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Eastside, its officers, employees and agents in performing this Agreement

8. **Entire Agreement – Modification.** This Agreement represents the entire agreement between 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. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties

9. **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.

EASTSIDE, FIRE & RESCUE
KING COUNTY, WASHINGTON

Date: 5/11/99

By: *Dwight A. Otterley* *Chairman*
Director *of Board*

By: _____
Director

By: _____
Director

By: _____
Director

By: _____
Director

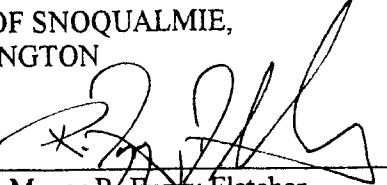
By: _____
Director

By: _____
Director

Attest: *Lynn Jackson*

CITY OF SNOQUALMIE,
WASHINGTON

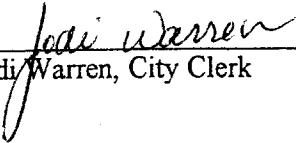
By: _____

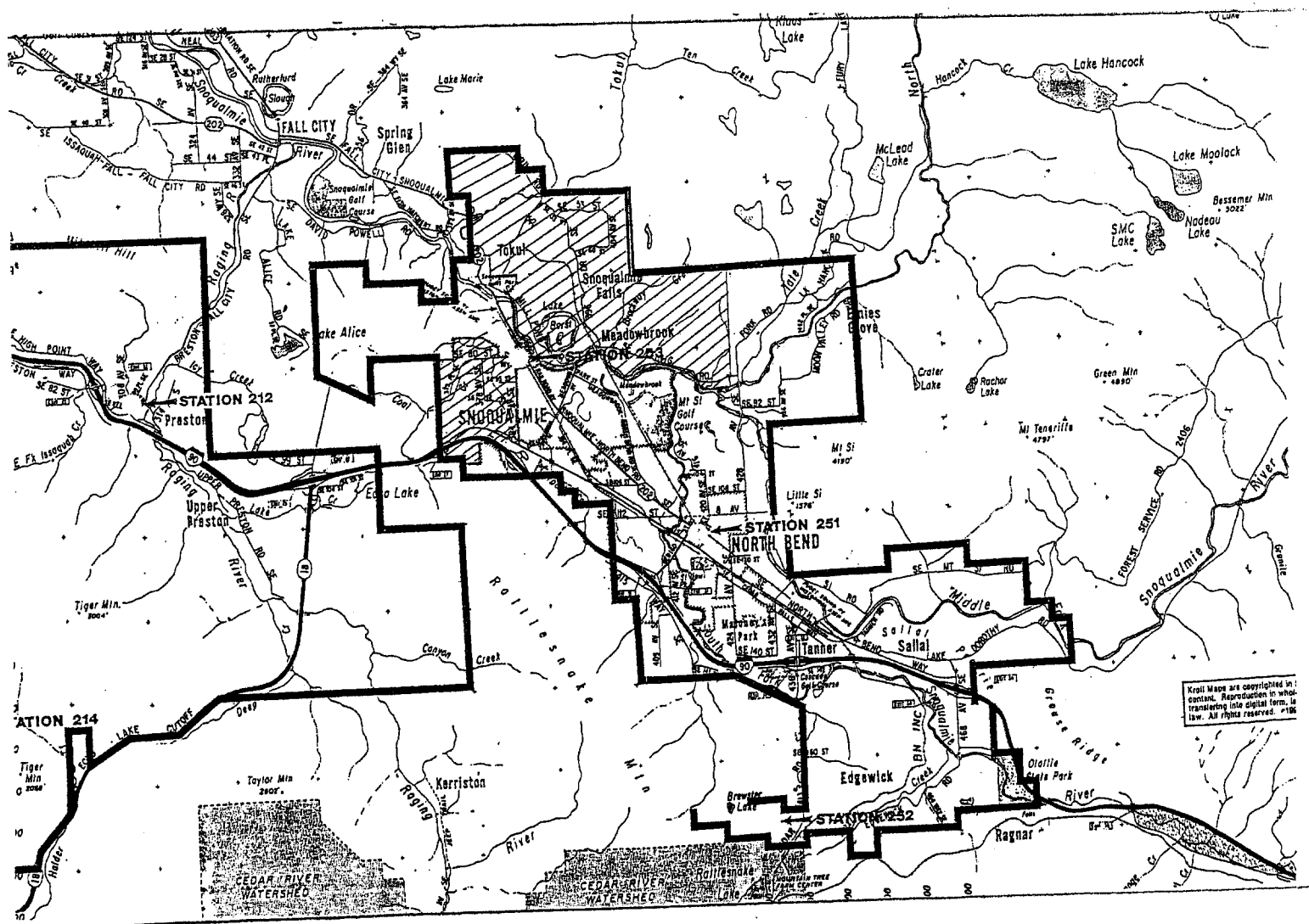

Mayor R. Fuzzy Fletcher

Date: _____

4-14-99

Attest: _____


Jodi Warren, City Clerk



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CROSS-HATCHED
 is PROPOSED SERVICE AREA