

**Valley Regional Fire Authority and South King Fire & Rescue  
Interlocal Agreement  
Enumclaw Fire Department**

This agreement is made and entered into by the Valley Regional Fire Authority (VRFA) and South King Fire & Rescue (SKFR) with Enumclaw Fire Department (EFD).

**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 South King Community Assistance, Referrals and Education Services (CARES) program is operated and managed jointly by VRFA and SKFR agencies, 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 for non-emergent, low-acuity 911 calls.
3. This Interlocal Agreement describes the relationship between South King CARES program and Enumclaw Fire Department.
4. The CARES program will offer social services to EFD on an Emergency Services Organizations Solutions (ESO) patient referral system basis.

**AGREEMENT**

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

**1.0 Purpose and Scope of Agreement**

- 1.1 The purpose and scope of this Agreement is to establish the terms of the South King CARES program with Enumclaw Fire Department. This partnership allows EFD to receive social services from South King CARES via EFD responders in the field who recognize 911 callers with social service needs.

**2.0 Term of Agreement**

- 2.1 This agreement shall be effective on January 1, 2020 and shall continue until December 31, 2020.
- 2.2 This agreement shall continue in full force and effect for a term of 12 months unless terminated by either party, upon ninety (90) days written notice. Unless terminated by either party, the Agreement shall be automatically renewed annually for successive one-year terms.

**3.0 Service Boundaries**

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

**4.0 South King FD CARES Administrative Board**

- 4.1 The VRFA and SKFR has a "CARES Administration Board," hereafter referred to the "Board," comprised of senior leaders from both organizations. The Board will:

**Valley Regional Fire Authority and South King Fire & Rescue  
Interlocal Agreement  
Enumclaw Fire Department**

- 4.1.1 Hold quarterly meetings
- 4.1.2 Monitor all activities of the CARES program, including, but not limited to:
  - 4.1.2.1 Fiscal arrangements
  - 4.1.2.2 Staffing
  - 4.1.2.3 Data collection
  - 4.1.2.4 On-scene performance
- 4.1.3 The Board will prepare reports on patient referrals, contacts, call data, and other pertinent statistics.

**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 and SKFR. No property, other than the monetary consideration enumerated herein, shall be exchanged pursuant to this agreement.
- 5.2 Each agency is responsible for contracting with KCEMS for the purpose of acquiring funds related to their participation in CMT/MIH program. See Exhibit A.
  - 5.2.1 Enumclaw Fire Department agrees to forward 100% of their allotted share of CMT/MIH monies from KCEMS to SKFR and VRFA equally (50/50). SKFR and VRFA will individually invoice EFD on a quarterly basis for payment.
- 5.3 Enumclaw Fire Department 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 Enumclaw Fire Department, they shall subtract half of the cost of the ESO integration from the MIH money that is paid to SKFR and half the cost of the ESO integration that is paid to VRFA for that quarter.

**6.0 Hours of Operation**

- 6.1 The CARES Team is staffed 10 hours per day, Monday – Friday, 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 will be managed based on a patient's clinical assessment and 911 usage.
- 6.3 VRFA and SKFR 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 SKFR or VRFA fire units or firefighters will respond into EFD jurisdiction unless requested by EFD.

**Valley Regional Fire Authority and South King Fire & Rescue  
Interlocal Agreement  
Enumclaw Fire Department**

- 7.2 A CARES team staff member will request a EFD 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 EFD.
- 7.3 All BLS services will be provided by EFD.

**8.0 Data Collection**

- 8.1 The CARES program will provide data-supported reports to EFD semi-annually.
- 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 EFD will allow their ESO data to integrate into the case management program (Julota). This will enable CARES staff to track, manage, and follow-up with patients.
- 8.4 Costs associated with ESO integration into Julota will be paid equally by VRFA and SKFR from funds supplied for CARES support from EFD.

**9.0 Insurance**

- 9.1 EFD, SKFR and VRFA shall provide and maintain suitable commercial general liability and auto liability insurance policies to protect it 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 Prior to any other action, the agencies shall meet and attempt to negotiate a resolution to any dispute that arises under this agreement.
- 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.

**Valley Regional Fire Authority and South King Fire & Rescue  
Interlocal Agreement  
Enumclaw Fire Department**

- 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.
- 11.0 Miscellaneous
- 11.1 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.
- 11.2 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.
- 11.3 Severability. If any provision of this agreement, or its application, is held invalid, the remainder of this agreement shall not be affected.
- 11.4 Filing. This agreement shall be filed with the King County Auditor or listed by subject on the web page of Enumclaw Fire Department.
- 11.5 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.
- 11.6 Non-Waiver. The failure of any party to insist upon strict performance of any term of this agreement shall not impact that party to insist upon strict performance at a later time.
- 11.7 Entire Agreement. This agreement constitutes the entire agreement between the parties and may not be modified except by a signed writing executed by all parties hereto.
- 11.8 Hold Harmless. The Indemnifying Party shall indemnify and hold harmless the Indemnitee(s) and their officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the Indemnifying Party, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Indemnitee(s), the Indemnifying Party shall defend the same at its sole cost and expense, provided that the Indemnitee(s) retain the right to participate in said suit if any principal of governmental authority is involved, and if final judgment be rendered against the Indemnitee(s) and their officers, agents, and employees, or any of them, or jointly against the Indemnitee(s) and the Indemnifying Party and their respective officers, agents, and employees, or any of them, the Indemnifying Party shall satisfy the same.
- 11.9 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.
- 11.10 Authority. The signatories hereto covenant that they have the authority to execute this agreement on behalf of their respective agencies.

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Enumclaw Fire Department**

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

  
\_\_\_\_\_  
Brent D. Sweapingen, Fire Chief/Administrator

01/31/2020  
Date

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

  
\_\_\_\_\_  
Randy Fehr, Fire Chief

12/2/2019  
Date

Enumclaw Fire Department  
1330 Wells Street  
Enumclaw, WA 98022

  
\_\_\_\_\_  
Vic Pennington, Fire Chief/Administrator

02-06-2020  
Date

South King Fire and Rescue  
31617 - 1<sup>st</sup> Avenue South  
Federal Way, Washington 98003

**EXHIBIT A – INVOICE AND BUDGET SUMMARY – SAMPLE ONLY**  
Enumclaw Fire Department

# INVOICE

Enumclaw Fire Department MIH Bridge  
Exhibit: A – Invoice and Budget Summary  
Contract Period: 1/1/2020 – 12/31/2020

Enumclaw Fire Department  
1330 Wells Street  
Enumclaw, WA 98002  
Randy Fehr, Fire Chief  
253-856-6541

Submit signed hardcopy invoice to:  
ATTN: Erik Friedrichsen  
Public Health—Seattle & King County  
Emergency Medical Services Division  
401 5<sup>th</sup> Ave., Suite 1200  
Seattle, WA 98104

**Invoices for services rendered  
under this contract for the  
period of:**

Start Date	End Date
MM/DD/YY	MM/DD/YY

For Public Health Use Only				
	Rcv'd	CM/PM	FM Review	Entered
Date				
Initial				

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount
1123774	830305	53180	002.003	101752				

*Attach sheet for multiple POETAs*

Direct Costs	Budget	Billed to Date	Current Report	Cumulative	Balance
Wages and Benefits	\$	\$	\$	\$	\$
Program Support	\$	\$	\$	\$	\$
Technology/Reporting	\$	\$	\$	\$	\$
<b>Total Direct Costs</b>	\$	\$	\$	\$	\$

<b>Grand Total</b>	\$ 42,000.00	\$	\$ <b>Amount Due</b>	\$	\$ 42,000.00
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I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed \_\_\_\_\_ Date \_\_\_\_\_

PH Program Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_