

EMERGENCY MEDICAL SERVICES EVENT AGREEMENT

This Emergency Medical Services Event Agreement, hereafter referred to as an "EMS Event Agreement," is entered into between KING COUNTY FIRE PROTECTION DISTRICT NO. 28, aka ENUMCLAW FIRE DEPARTMENT, a municipal corporation, hereafter referred to as "FIRE DEPT.", and the ENUMCLAW EXPO CENTER, hereafter referred to as "EXPO CENTER".

RECITALS

1. EXPO CENTER operates the "King County Fair" Event on a yearly basis on EXPO CENTER property within the emergency medical services response area of the FIRE DEPT.
2. EXPO CENTER desires to have EMS equipment and personnel present on site during this yearly Event.
3. Subject to the limitations outlined below, the FIRE DEPT has the ability to provide limited onsite EMS equipment and personnel during Event hours.

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. **Agreement Term.** The term of this EMS Event Agreement shall be from January 1st, 2025, through December 31st, 2026. If either party wishes to terminate the agreement early, either party must provide the other party with 90 days' advance written notice of its intent to terminate the Agreement.
2. **EMS Event Standby.** The FIRE DEPT agrees to station **Equipment and Personnel** listed in **Exhibit A** for up to four days of the King County Fair Event for time periods to be mutually agreed upon by the Chief of the FIRE DEPT and the EXPO CENTER, subject to the following limitations and restrictions:
 - 2.1. **Limitation of Services.** The FIRE DEPT reserves the right to dispatch the Equipment and Personnel stationed at the King County Fair in response to fire protection or medical emergencies occurring in other areas within the FIRE DEPT service or with which the FIRE DEPT has contracts. In the event of simultaneous fires or medical aid calls at the Event and at other locations whereby facilities of the FIRE DEPT are taxed beyond its ability to render equal protection, the officers and agents of the FIRE DEPT shall have sole discretion as to the allocation of FIRE DEPT Equipment and Personnel. The duty of the FIRE DEPT to provide services is a duty owed to the public in general and the FIRE DEPT makes no representation that it will provide any specific responses or level of service pursuant to this Agreement and by entering into this agreement, the FIRE DEPT does not incur a special duty to the EXPO CENTER or the Event attendees.
3. **Consideration.** In consideration for EMS Event Standby provided by the FIRE DEPT during the King County Fair Event for the **Invoiced Amounts** listed in **Exhibit B**, the EXPO CENTER shall allow the FIRE DEPT to use EXPO CENTER property and facilities for **FIRE DEPT Use Examples**, as listed in **Exhibit C**, at mutually agreeable times that do not interfere with EXPO CENTER operations or damage EXPO CENTER property.

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4. **Payment by the EXPO CENTER.** In consideration of EMS Event Standby services provided by the FIRE DEPT for the King County Fair, the EXPO CENTER shall pay per Section #3 (**Exhibit B**) of this agreement.
5. **Indemnification and Hold Harmless.** Each party agrees to defend, indemnify, and hold harmless the other party 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 party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
6. **Insurance.** Each party shall provide general liability and property insurance for all operations, buildings and equipment conducted in the performance of this Agreement. Each party shall provide a Certificate of Insurance showing proof of coverage upon execution of this Agreement.
7. **Miscellaneous**
 - 7.1. **Administration.** This Agreement shall be administered by the Fire Chief, or designee of the FIRE DEPT, and the General Manager, or designee of the EXPO CENTER.
 - 7.2. **No Separate Entity Created.** This Agreement does not establish a separate legal entity.
 - 7.3. **Property Ownership.** This Agreement shall not create any joint property.
 - 7.4. **Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
 - 7.5. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
 - 7.6. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.
 - 7.7. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

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7.8. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

7.9. Notice. 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.

7.10. 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.

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

ENUMCLAW FIRE DEPARTMENT

Signed By: Ben Hayman (Int. Fire Chief)

DATE: _____

NOTICES TO BE SENT TO:

ENUMCLAW FIRE DEPT
ATTN: FIRE CHIEF
1330 WELLS ST.
ENUMCLAW, WA 98022

ENUMCLAW EXPO CENTER

Signed By: Rene Popke (General Manager)

DATE: _____

NOTICES TO BE SENT TO:

ENUMCLAW EXPO CENTER
ATTN: GENERAL MANAGER RENE POPKE
45224 284TH AVE SE
ENUMCLAW, WA 98022

EXHIBIT A - Equipment and Personnel

- Provide a minimum of two (2) Emergency Medical Technicians (EMT) per day at the KC Fair.
- Provide BLS Emergency Medical Service equipment at the KC Fair.

EXHIBIT B - Invoiced Amounts

- 2025 - EMS Event Standby (\$4,500)
- 2026 - EMS Event Standby (\$5,000)

The FIRE DEPT shall invoice the EXPO CENTER in the third quarter of each calendar year for the annual amount, and the EXPO CENTER shall pay the invoiced amount within 30 days of the date of the invoice.

EXHIBIT C - Fire Dept Use Examples

- Expo Center parking lots and structures for non-destructive training
- Use of open space for a helicopter landing zone for emergency incidents
- Use of the Field House for meetings and gatherings
- The ability to have an EFD Pub-Ed table at the KC Fair event.