

VASHON FIRE

VASHON ISLAND FIRE & RESCUE

Interlocal Agreement
for
Emergency Medical Services
and
Fire Protection Services
between
Vashon Island Fire and Rescue
and
Vashon Parks District

THIS CONTRACT is between Vashon Fire and Rescue (aka King County Fire Protection District #13) hereinafter referred to as the "Fire District", and Vashon Parks District, a municipal corporation in the State of Washington, and hereinafter referred to as "Property Owner".

The Fire District is organized and equipped to provide fire protection services and emergency medical services to properties, facilities and people within its boundaries, and Property Owner desires that the Fire District provide such protection to the those on their properties as well as the lands, buildings (including privately owned buildings on land leased from the Property Owner) and equipment owned by the Property Owner, within the boundaries of the Fire District.

THEREFORE, in accordance with RCW 52.30.020, RCW 39.34.030 and RCW 52.12.031;

1. The Fire District shall furnish emergency medical and fire protection services to all occupants, users, lands, buildings and equipment on parcels owned by the Property Owner within the boundaries of the Fire District.
2. The Property Owner shall provide an annual payment to the Fire District.
3. Property Owner's annual payment shall be in consideration for fire protection and emergency medical services provided by the Fire District and necessary for the protection and safety of personnel and property pursuant to the provisions of RCW 52.30.020 and Chapter 39.34 of the Revised Code of Washington as now or hereafter amended.

IN CONSIDERATION WHEREOF;

Property Owner shall pay the Fire District the sum of \$11,500 (Eleven Thousand Five Hundred Dollars and No Cents) for services rendered annually. This annual fee is applicable for the first two years of the Agreement. The annual fee for the third, fourth and fifth year of the Agreement shall be the previous year's sum multiplied by the calculated Seattle Tacoma Bremerton CPI W for the period from the previous January to the most recently completed January plus the previous year's annual fee. The Fire District shall invoice the Property Owner twice per year, each time for one half the total fees due. These

invoices shall be regularly dated on or about six months after the anniversary of the execution of the Agreement and on the anniversary of the Agreement.

This Agreement shall run and extend for five (5) years from the date of execution. Thereafter the parties may mutually agree to an extension of the terms of the Agreement, in writing, or will renegotiate a new/replacement Agreement.

Either party may cancel this contract without cause, by giving ninety (90) days written notice of their intent to cancel this contract. Notices provided under this contract shall be sent by certified mail, return receipt requested, as follows:

To the Fire District:

Fire Chief
Vashon Island Fire and Rescue
Post Office Box 1150
Vashon, WA 98070-1150

To the Property Owner:

Director of Parks
Vashon Parks District
Post Office Box 1639
Vashon, WA 98070-1639

The parties each agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents and employees from any and all claims, costs, damages and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this contract.

For the purpose of RCW 39.34.030 (4) (a), the Fire District is designated administrator of this contract.

Further, in support of the goals of this Agreement attached for reference and to act as additional guidelines please find attached and as such made part of this Agreement; Exhibit A: Property Owners List of parcels/facilities known to be included and covered under this Agreement. Should the Property Owner add or remove properties from the exhibit they shall notify the Fire District in a timely manner.

This document contains the entire Agreement between the parties, and no statement, promise, representation, inducement or Agreement made by a party or its agents or employees that are not contained in this written Agreement shall not be valid, binding or enforceable. By signature below, the parties warrant that they have read and understood the Agreement and agree to be bound by its terms.

EXECUTED this _____ day of _____, 2018,

On the behalf of
VASHON ISLAND FIRE and RESCUE:

On the behalf of
VASHON PARKS DISTRICT:

Board Chair

Board Chair

Board Vice Chair

Board Vice Chair

Board Commissioner

Board Commissioner

Board Commissioner

Board Commissioner

Board Commissioner

Board Commissioner