

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into as of this 8th day of June, 2007, by and between PUBLIC HOSPITAL DISTRICT NO. 4, KING COUNTY, WASHINGTON ("PHD No. 4") and FIRE PROTECTION DISTRICT NO. 51, KING COUNTY, WASHINGTON ("FD No. 51"). PHD No. 4 and FD No. 51 are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Chapter 70.44 RCW authorizes public hospital districts to provide "hospital services and other health care services for the residents of such districts and other persons"; and

WHEREAS, Chapter 70.44 RCW defines "other health care services" to include "nursing home, extended care, long term care, outpatient, rehabilitative, health maintenance and ambulance services and such other services as are appropriate to the health needs of the population served"; and

WHEREAS, Chapter 39.34 RCW authorizes municipal corporations, including public hospital districts and fire protection districts, to enter into cooperative agreements and contracts with one another to provide services; and

WHEREAS, Chapter 52.12 RCW expressly authorizes fire protection districts to enter into cooperative agreements and contracts with any government entity under the Interlocal Cooperation Act (Chapter 39.34 RCW) to consolidate, provide, or cooperate for fire prevention protection, fire suppression, investigation, and emergency medical purposes, including the furnishing of fire prevention, fire suppression, investigation, emergency medical services, facilities, and equipment to or by the district; and

WHEREAS, FD No. 51 provides fire and rescue services and operates a medic unit and currently lacks certain equipment which would be helpful in providing these services; and

WHEREAS, the Boards of Commissioners and the Superintendents of the Parties desire to cooperate in providing certain medical supplies and equipment for the benefit of residents of the Parties service areas.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the Parties agree as follows:

1. Co-Administrators. Pursuant to the authority granted by Chapter 39.34 RCW and Chapter 70.44 RCW, the Parties hereby designate and appoint their respective superintendents to serve as the co-administrators (the "Administrators") of this Agreement. The Administrators shall be responsible for carrying out this Agreement.

2. The Purpose. On behalf of the Parties, the Administrators shall engage in the following activities:

(a) PHD No. 4 will purchase and own the equipment (the "Equipment"), set forth and described more particularly below in Exhibit A, attached hereto.

(b) PHD No. 4 will make the Equipment available for use by FD No. 51 to provide emergency medic services.

(c) FD No. 51 will be responsible for the maintenance of the Equipment and for all costs associated with maintenance.

3. Term and Termination. This Agreement shall begin on the date identified above and shall expire on June 15, 2008, but shall be automatically extended for additional terms of one year each, unless one Party provides notice to the other Party of its intent to withdraw from the Agreement no later than 60 days prior to the expiration date. The initial term and each subsequent term are subject to earlier termination by either Party upon 60 days' notice to the other Party. Upon termination, FD No. 51 shall return the Equipment to PHD No. 4.

4. Powers. The Administrators shall have and exercise all powers necessary to carry out the purposes of this Agreement subject to any restrictions imposed by Chapter 39.34 RCW, Chapter 52.12 RCW and Chapter 70.44 RCW.

5. Scope of Authority. Neither Party shall have any independent authority to direct the management of the Parties' activities under this Agreement. Neither Party shall have any authority to bind or to act for or to assume any obligations or responsibilities on behalf of the other Party.

6. Contracts. Any contract entered into by the Administrators shall be in writing and shall contain a provision permitting termination of such contract upon no more than 12 months' notice in the event this Agreement is terminated.

7. Property. Any property required to carry out the purposes of this Agreement shall, at the discretion of the Administrators, be held in the name of one of the Parties or by the Parties jointly as tenants in common or as partners. Upon termination of this Agreement, the Administrators shall distribute equally among the Parties any property held pursuant to this Agreement.

8. Funding. Any costs incurred by the Administrators on behalf of the Parties, including, but not limited to, the cost of preparing this Agreement and carrying out the activities described in Section 2, shall be allocated among the Parties on the basis of a methodology to be determined by the Administrators, provided that PHD No. 4 shall pay for the purchase of the equipment and FD No. 51 shall pay all maintenance costs for the equipment.

9. Notices. Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered or sent by overnight courier or when such delivery is refused or upon receipt if sent by facsimile with hard copy in two (2) days or two (2) days after deposit in the United States mail if sent by first class, certified or registered mail,

return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below in Exhibit B or at such other address specified by notice to the other Party.

10. **Entire Agreement/Modification.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the parties hereto. Such amendments may be for the purposes of, among other things, adding or deleting parties to this Agreement or expanding the purposes for which the Administrators is organized.

11. **Assignment.** No party to this Agreement may assign its rights or obligations hereunder.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument.


13. **Filing Requirements.** Upon execution of this Agreement, the parties shall file a true and complete copy thereof in compliance with the provisions of Chapter 39.34 RCW.

14. **Authorization.** Each Party does hereby represent and warrant to the others that it is duly authorized to enter into and to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the day and year first set forth above.

PHD No. 4

KING COUNTY PUBLIC HOSPITAL
DISTRICT NO. 2

By: 
Roger McCollum
Chief Executive Officer

FD No. 51

FIRE PROTECTION DISTRICT NO. 51

By: _____
Name: Matt Cowan
Its: Chief and Superintendent, Fire Dist. No. 51

EXHIBIT A
LIST OF EQUIPMENT

Blanket heater unit for the aid car
Doppler stethoscope
Digital thermometer
MCI ICS kit
Over the bank kit
CPR Mannequin
GPS unit
Snowmobile patient sled
Rescue randy practice dummy
Moulage kit

EXHIBIT B

KING COUNTY PUBLIC HOSPITAL DISTRICT NO. 4

Attn: Rodger McCollum, Chief Executive Officer
9575 Ethan Wade Way
Snoqualmie, WA 8065-9577

FIRE PROTECTION DISTRICT NO. 51

Attn: Matt Cowan
Fire District No. 51
PO Box 99
69802 Hwy 906
Snoqualmie Pass, WA 98068-0099