



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Julie Lawrence

Department: Commissioners

Requested Agenda Date: 11/21/23

Presenting: _____

Board of County Commissioners Record Assigned

BOCC Agreement

381-2023

Yakima County WA

Action Requested – Check Applicable Box:

PASS RESOLUTION

PASS ORDINANCE

ISSUE PROCLAMATION

EXECUTE or AMEND AGREEMENT, CONTRACT, or GRANT

OTHER _____

Document Title:
 Agreement with Yakima County Fire District #6 Identifying Geographic Division of Emergency Medical Protection Services within Yakima County.

Background Information:

Describe Fiscal Impact:
 \$0

Summary & Recommendation:

 Department Head/Elected Official Signature

 Corporate Counsel Initial (for Agreements Only)

**AGREEMENT BETWEEN YAKIMA COUNTY AND YAKIMA COUNTY FIRE DISTRICT
#6 IDENTIFYING GEOGRAPHIC DIVISION OF EMERGENCY MEDICAL
PROTECTION SERVICES WITHIN YAKIMA COUNTY.**

THIS AGREEMENT dated this 14 day of November 2023 is by and between Yakima County and Yakima County Fire District #6, herein after referred to as Fire District #6.

WHEREAS, it is the intent of Yakima County and Fire District #6 is to furnish emergency medical services to the geographic area identified below where no existing emergency medical services are currently being provided in a manner as efficient and effective as mutual resources permit, and,

WHEREAS, the emergency medical services are necessary to promote the public health and safety of persons and property and general welfare of the areas encompassed below for the public good in an area where no existing services are being provided to real and personal property located within Yakima County,

NOW THEREFORE, Yakima County and Fire District #6 hereby agree as follows:

1. **Tax Parcels to be Served:** Attachment A to this Agreement shall list the areas within the district EMS response boundary but outside the Fire District which the Fire District #6 shall serve outside of its normal jurisdiction when responding to emergency service calls outside of its normal jurisdiction areas.
2. **Services:** It is understood by both parties that these services are provided at the sole discretion of Fire District #6 for these otherwise unprotected areas and may be terminated by either parties by written or verbal notice to each other.
3. **Effective Date and Termination of the Agreement:** This Agreement shall be effective upon execution and shall cover the impacted tax parcels identified in Section 1 above from the date of execution forward and shall be automatically renewed on January 1 of each subsequent year unless written notice of notice of termination is provided by a party to the other party by September 1 of the year prior to the intended termination date of the Agreement.
4. **Notices:** Notices impacting this Agreement shall be in writing and communicated to the parties by written notice through U.S. Mail and/or email.
5. **Consideration:** These services are provided by Fire District #6 are for the benefit of the public good and general welfare of the citizens of Yakima County. The parties agree that there shall be no monetary consideration paid by Yakima County to Fire District #6 for these services.

6. **Obligations:** It is agreed to and understood that this document does not in any way obligate either Yakima County or Fire District #6 to one another or to any third person or entity to provide these services to those unprotected area outside of their respective recognized boundaries. Response into these areas is at the sole discretion of the duty officer of Fire District #6.

7. **Liability:** Each of the parties shall at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by the personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including costs of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this agreement.

8. **Nondiscrimination:** Both parties agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

9. **Severability:** If any provision of this Agreement or its application is held invalid, the remainder of this Agreement or the application of the remainder of the Agreement shall not be affected.

10. **Assignment:** The parties agree that the services provided under this contract are not meant to be assigned to a third party without the written consent of Yakima County.

11. **Insurance:** Both parties will carry adequate insurance and shall be solely responsible for any damages incurred or judgments against them.

12. **Modification:** 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. Any modification to this Agreement shall be in writing. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties.

13. **Benefits:** This Agreement is entered into for the mutual benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied to any third party or person.

14. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.

15. **Dispute resolution:** Disputes between the Parties shall first be addressed through discussion and negotiation by representatives of each. Should resolution via discussion and negotiation be unsuccessful, the Parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of any litigation. Each Party shall bear its own costs.

16. **Complete and Final Agreement:** This is the complete and final agreement of the Parties as to its subject matter. It shall supersede any prior verbal or written agreements and represents the Parties' exclusive agreement as to its subject matter.

The above Agreement provisions are mutually agreed to by the parties below.

BOCC Agreement

Agreement Number:

381-2023

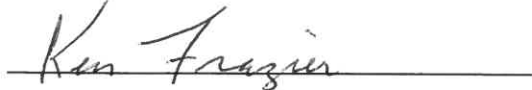
DONE

NOV 21 2023

Yakima County, WA

YAKIMA COUNTY FIRE DISTRICT #6

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**



Ken Frazier, Fire Chief

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

*Constituting the Board of County Commissioners
for Yakima County, Washington*

ATTEST:

Julie Lawrence, *Clerk of the Board*

Approved as to form:

Deputy Prosecuting Attorney