

KING COUNTY ZONE 3 10/4/2012
MASTER INTERLOCAL AGREEMENT

1. **PARTIES.**

The original parties to this King County Zone 3 Master Interlocal Agreement are as follows:

King County Fire Protection Districts 2 (Burien), 11 (North Highline), 13 (Vashon Fire), 20 (Skyway/Bryn Mawr//Lakeridge), 39 (South King Fire & Rescue, 43 (Maple Valley Fire), 44 (Mountain View Fire), together with the cities of, SeaTac Fire Department, Renton Fire & Emergency Services, Tukwila Fire Department, the Kent Regional Fire Authority and the Valley Regional Fire Authority, the Port of Seattle Fire Department and King County Medic One.

The intent of the original parties is to create one master interlocal agreement for eventual execution by various municipal corporations, including but not limited to fire protection districts and regional fire protection service authorities, cities, counties, other special purpose districts, and other agencies such as federal and state agencies, in order to create one applicable master interlocal agreement with common provisions between all agreeing parties. Additional parties can bring themselves under the provisions of this Agreement by either executing this Master Interlocal Agreement or a counterpart thereof. Some of the interlocal agreements, which will be exhibits hereto, will include some but not all of the parties to the Master Interlocal Agreement.

2. **RECITALS.**

- A. The original parties to this Master Interlocal Agreement have found and concluded that there are many interlocal agreements currently in existence in King County between fire protection districts, between such districts and cities, between cities and the County, and various other combinations, which contain overlapping redundant terms and conditions. It is further found that many of these repetitive and overlapping terms and conditions could be avoided by having one master interlocal agreement containing all of the standard provisions agreed upon perpetually by the parties.
- B. The original parties to this Agreement further find that there is a continuing trend toward cooperation between fire protection districts in King County and a beginning trend of cooperation between cities and fire protection districts. In an ever increasing frequency, these municipal corporations are engaging in consolidated functions, complete consolidations of administration or operations, and in fact mergers. This Master Interlocal Agreement is intended to

further these trends toward cooperation and consolidation of functions.

- C. The original parties to this Master Interlocal Agreement perceive a need for a master agreement to set forth the common, standard, and repetitive provisions rather than have these common terms and conditions included in most, if not all, of the interlocal agreements.
- D. The interlocal agreements which shall be appended hereto as exhibits could be independent, "stand-alone" contracts between the parties, but the parties would prefer to keep such interlocal agreements simple and short, containing only the substantive provisions relevant to the circumstances at hand, while incorporating by reference the standard terms and provisions of this Agreement by making each interlocal agreement an exhibit to this Master Interlocal Agreement.

3. **AUTHORITY.**

Authority for this Agreement is contained for all applicable state agencies, political subdivisions, special purpose districts and municipal corporations in the State of Washington by RCW 39.34, the Interlocal Cooperation Act. With respect to regional fire protection service authorities, additional authority is contained in RCW 52.26.090. Additional authority is contained in RCW 52.12.021 and RCW 52.12.031, with respect to the fire protection districts. With respect to water districts, additional authority is contained within Title 57 RCW. With respect to cities, additional authority for such contracts is contained within RCW 35, and Title 35A for optional municipal code cities. Authority for such agreements by the County is contained within Title 36 RCW.

4. **PURPOSE AND INTENT.**

The purpose of the original parties to this Master Interlocal Agreement and any parties added later shall be to save costs and expenses, as well as time, by avoiding redundancy and repetitive terms and provisions in various interlocal agreements when the common terms and provisions of this Master Interlocal Agreement are already in effect. The intent of the parties is to create a master interlocal agreement that can include the parties' general agreement as to many standard terms and provisions without limiting the parties' flexibility to execute an interlocal agreement containing substantive provisions when the circumstances arise. Whenever a new subject for cooperation, consolidation, or mutual and joint action requires an interlocal agreement, the parties may execute one without undue expense or needless waste or time.

5. **RECORDING.**

This Agreement shall be recorded and filed pursuant to the provisions of RCW 39.34.

6. **TERM OF AGREEMENT.**

The term or duration of this Agreement shall be perpetual, subject to the below-stated termination provisions. This Agreement by its own force does not require the expenditure of any specific municipal corporation's funds.

7. **CONFLICT BETWEEN AGREEMENTS.**

If there is any conflict between the terms and provisions hereof and the specific terms of an interlocal agreement, it is understood and agreed that the specific conflicting provisions of the interlocal agreement shall control. This conflict rule is applicable not only to interlocal agreements specifically appended hereto as exhibits at any time, but also any other interlocal agreements hereafter entered into between any parties to this Agreement.

8. **TERMINATION OF AGREEMENT.**

This Master Interlocal Agreement may be terminated upon mutual agreement of all of the parties then signatory thereto by execution of a written instrument of termination.

9. **WITHDRAWAL FROM AGREEMENT.**

Any of the original parties, or any of the additional parties added to this Master Interlocal Agreement at any time may withdraw from the Master Interlocal Agreement by submitting written notice to any of the parties to the Master Interlocal Agreement with which the withdrawing party has entered into any interlocal agreement that references or incorporates this Master Interlocal Agreement, whether it be an exhibit to this Master Interlocal Agreement or not. A withdrawal shall be effective upon the date stated in the notice, so long as the notice is properly given at least ninety (90) days before the effective date.

10. **MODIFICATION OR AMENDMENT OF AGREEMENT.**

This Master Interlocal Agreement may be modified or amended, but such amendment shall require the mutual written assent of all parties then signatory to the Master Interlocal Agreement. The index of exhibits, below referenced, shall include a list of all parties to all applicable interlocal agreements.

11. **LEAD AGENCY CONCEPT.**

In many, if not all of the interlocal agreements appended to this
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Master Interlocal Agreement, the concept of a lead agency will be used. When the term "lead agency" is used in this Master Interlocal Agreement or any interlocal agreement executed hereafter between the parties, the concept shall mean and include that the lead agency shall be primarily responsible for the administration and implementation of the referenced agreement. The agency taking the lead on any particular agreement does not thereby incur any greater liability for performance of the agreement, which shall remain with the parties as set forth in the interlocal agreement. The lead agency will be responsible for contract administration in the manner specified in the interlocal agreement. Lead agency duties may include but not be limited to billing the other parties for appropriate reimbursement of costs incurred under the agreement, acting as the employer when called for under any applicable agreement (unless otherwise provided in the interlocal agreement), and also acting as liaison or contracting party with any third parties affected by the interlocal agreement.

12. **REIMBURSABLE COSTS.**

Those interlocal agreements which provide for reimbursable costs to the lead agency or any other party shall, unless specified otherwise in the interlocal, use the current version of the Washington State Fire Chiefs Association wage and benefit schedule to establish the rates for all costs for reimbursement.

13. **ENTIRE AGREEMENT.**

This Master Interlocal Agreement and Exhibit A (regarding reimbursable costs) embrace and include the entire understanding of the parties. This Agreement supersedes and cancels any prior negotiations or communications between the parties with respect to the subject matter of the Master Interlocal Agreement, but the execution of the Master Interlocal Agreement does not supersede any interlocal agreements executed between these parties prior to this Agreement's effective date. Further, it is understood and agreed that the Master Interlocal Agreement is intended for use in conjunction with future exhibits, which shall be interlocal agreements between some or all of the parties hereto. Such interlocal agreements are to be appended as exhibits to this Agreement and are intended to be incorporated herein by reference as a part of the Master Interlocal Agreement.

14. **GOVERNING LAW.**

This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of a dispute that has completed arbitration or been held ineligible for arbitration, the venue shall lie in King County, Washington.

15. **ARBITRATION OF DISPUTES.**

It is the intent of all parties to the Master Interlocal Agreement that disputes, if any, between any of the parties hereto shall be

resolved as informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the parties agree that mediation may be used. If the parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the parties sharing the costs proportionately, depending upon how many of the parties are involved in the dispute. Only if arbitration is unsuccessful or declared by a court to be inapplicable to the dispute shall the parties proceed to Superior Court.

16. **CONSTRUCTION/INTERPRETATION.**

This Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.

17. **EXHIBITS/INDEX OF EXHIBITS.**

With the exception of Exhibit A regarding a cost schedule, the other exhibits to this Master Interlocal Agreement are intended to be separate and independent interlocal agreements that are rendered complete by their inclusion as exhibits to this Agreement. Since this Master Interlocal Agreement is in a certain sense open-ended and may be subject to numerous exhibits, it is understood and agreed that a master index of the exhibits or interlocal agreements shall be maintained. That index of exhibits or interlocal agreements to which this Master Interlocal Agreement makes reference shall be maintained at the offices of counsel, now declared to be:

Brian Snure

The above counsel shall be the custodian of the index and shall make available to any party to this Agreement at any time not only the index of exhibits, but any individual interlocal agreement which any party to this Agreement desires to obtain.

18. **INDEPENDENT COUNSEL REVIEW.**

While it is recognized that many of the parties to this Agreement have historically used as their general counsel either Brian Snure or Joseph F. Quinn, it is understood and agreed by all parties that each party has the right to have independent counsel review this Master Interlocal Agreement, or any interlocal agreement executed hereunder as an exhibit, to ensure objective and disinterested review hereof.

19. **HOLD HARMLESS/INDEMNIFICATION.**

Each of the parties which are signatories hereto, by executing this Master Interlocal Agreement or by executing any of the interlocal agreements which are exhibits hereto, after review of this Master Interlocal Agreement, are deemed to hold harmless and indemnify any and all other parties to any respective interlocal agreement between the parties for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of any of the other parties, with respect to their own negligence, errors and omissions. Each party, therefore, remains solely liable for their own sole negligence, errors or omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties acting on their behalf. The respective parties to the interlocal agreement are not deemed to be agents of each other for purposes of these agreements. 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.

20. **WAIVER OF BREACH.**

The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained in this Agreement or any of the interlocal agreements which are exhibits, or to exercise any option or right conferred by this Agreement or those agreements, in any one or more instance shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which shall all be and remain in full force and effect.

21. **ATTORNEY'S FEES.**

If any party brings any legal action in court to enforce any provisions of this Agreement or any documents executed in connection therewith, the successful prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.

22. **NOTICES.**

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Any notice required or desired to be served, given or delivered hereunder or under any of the interlocal agreements shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. Each party to this Master Interlocal Agreement shall include the applicable address below the signature block hereof and below the signature block of any interlocal agreement entered into as exhibits to this Agreement.

23. **COUNTERPARTS.**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As additional parties are added to this Master Interlocal Agreement, a counterpart will be used to include them into the Master Interlocal Agreement.

24. **ASSIGNMENTS.**

No party may assign or delegate any right or duty under this Agreement without unanimous written consent of all parties.

25. **SEVERABILITY.**

The invalidity, illegality or unenforceability of any provisions hereof or of any individual interlocal agreement incorporated herein as an exhibit shall not in any way affect, impair, invalidate or render unenforceable this Agreement or any provisions thereof, of any of the interlocal agreements which are exhibits hereto or any provisions thereof.

26. **CAPTIONS.**

The captions and headings of the paragraphs of this Agreement and of the individual interlocal agreements which are exhibits hereto are for convenience and reference only and are not to be used to interpret or define provisions.

27. **VARIATIONS IN PRONOUNS.**

All pronouns include the masculine, feminine, neuter, singular or plural as the identification of persons, places, firms, corporations or entities as the context may require.

28. **BENEFITS**

This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

29. **SUCCESSORS OR ASSIGNS.**

If any party to this Agreement or any of the interlocal agreements which are exhibits hereto ceases to exist by reason of merger, dissolution, or any other such corporate change of form, and if there is a successor corporation or entity surviving the merger, dissolution, or otherwise to which the duties of any contracting party are assignable, then the terms and provisions of this Master Interlocal Agreement and any applicable interlocal agreements which are exhibits hereto are deemed to apply to that successor/assignee municipal corporation, so long as the applicable laws of the State of Washington allow such municipal corporation to assume those duties and responsibilities.

30. **EFFECTIVE DATE.**

This Agreement is dated the ____ day of _____, 2012, the date on which the last of the signatures below has been affixed to the Agreement. This Master Interlocal Agreement shall not operate, however, and be effective until the effective date of the first interlocal agreement appended hereto.

SIGNATURE PAGES TO FOLLOW

King County Fire Protection
District 2

Chair

Commissioner

Commissioner

Attest:

Secretary

Approved as to Form:

**King County Fire Protection District
11**

Chair

Commissioner

Commissioner

Attest:

Secretary

Approved as to Form:

**King County Fire Protection
District 13**

Chair

Commissioner

Commissioner

Attest:

Secretary

Approved as to Form:

**King County Fire Protection
District 20**

Chair

Commissioner

Commissioner

Attest:

Secretary

Approved as to Form:

**King County Fire Protection
District 39**

Chair

Vice Chair

Commissioner

Commissioner


Commissioner

Attest:

Secretary

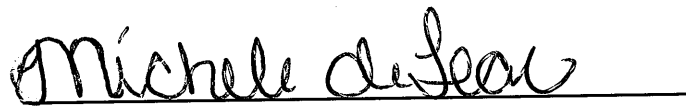
Approved as to Form:

**King County Fire Protection
District #43**



Fire Chief

Attest:



Secretary

Approved as to Form:

**King County Fire Protection
District 44**

Chair

Vice Chair

Commissioner

Commissioner

Commissioner

Attest:

Secretary

Approved as to Form:

Kent Fire Department Regional Fire Authority

Board Chair

Board Vice Chair

Board Member

Board Member

Board Member

Board Member

Board Member

Attest:

Secretary

Approved as to Form:

Valley Regional Fire Authority

Board Chair

Board Vice Chair

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Attest:

Clerk of the Board

Approved as to Form:

City of Renton

By: City Manager

Attest:

City Clerk

City of SeaTac

By: City Manager

Attest:

City Clerk

King County Medic One

By: EMS Division Director

Attest:
