

KLICKITAT COUNTY PUBLIC WORKS DEPARTMENT
REIMBURSABLE WORK AGREEMENT

Agreement No. CA824

This agreement, made and entered into this 3rd day of September, 2024, by and between Klickitat County (hereinafter "County"), Washington, a political subdivision of the State of Washington and West Klickitat Regional Fire Authority, (hereinafter "Public Agency") P.O. Box 151, WA 98623 (address), the requesting agency, and shall remain in force for no longer than five years following the date of this agreement, or to terminate on _____, 20 , whichever comes sooner.

In consideration of the mutual covenants and promises contained herein, the parties to this agreement hereby agree as follows:

1. Public Agency hereby requests the County to perform through the Road Division of the Public Works Department, the following work at a time and in a manner convenient to County: construction (not exceeding ten thousand dollars for cities per RCW 35.77.030), repair or maintenance of Public Agency streets, bridges, drainage facilities, sidewalks, curbs, traffic control devices, and further miscellaneous services on an individual basis. Upon written request from Public Agency made upon a form ("Work Task Request") supplied by the County, the County agrees to perform work requested by Public Agency, reserving however, the right to the County Engineer to deny or approve each request on an individual basis.

2. The County shall not be responsible for assuring that a request for work complies with bidding laws, and other Federal, State and local regulations governing the performance of such work. The County assumes that any request for work is lawful and assumes no liability should there be irregularities or illegalities in the request for work.

3. The Public Agency hereby agrees to reimburse the County for the costs of the work performed by the County and its workers, based on the actual cost of labor, equipment rental, and materials used in the construction, repair, or maintenance work involved, including costs for overhead, indirect costs, and fringe benefits to labor. The County shall submit to the Public Agency a statement of the costs incurred in performance of the work. The Public Agency shall pay to the County the amount of the statement within thirty (30) days.

4. It is understood and agreed between the parties to this agreement that the rights and duties under this agreement shall not be assigned, transferred, delegated, or any portions subcontracted by either party without first obtaining written permission of the other.

5. No liability shall attach to the County by reason of entering into this agreement, except as expressly provided herein. The Public Agency agrees to defend, indemnify and hold the County, its appointed and elected officers, agents and employees harmless from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or agents or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Public Agency, its

subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or agents, provided that nothing herein shall require the Public Agency to indemnify the County against claims, suits, or demands based wholly upon the sole negligence of the County, its appointed or elected officials or agents or employees.

6. There is no guarantee the work will meet the satisfaction of the Public Agency, nor that unsatisfactory work will be repaired without additional compensation to the County. The County charges no profit to cover guarantees and does not have total control over traffic, soils, weather, and other factors that might affect the work.

7. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Public Agency expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Public Agency. This waiver is mutually negotiated by the parties to this Agreement.

8. If the other party to this agreement is a city, the County, in its performance of the work under this agreement shall abide by the provisions of RCW 35.77.020, .030, and 040.

9. If the other party to this Agreement is an Indian tribe recognized by the Federal Government, said Tribe agrees to waive its sovereign immunity for the limited purpose of enforcement of, and collection on this Agreement. As well as all legal actions, in law or equity, and costs incurred by the county associated with and/or as a consequence, result, or derived from this Agreement. Any such suit shall be brought before the Court of the State of Washington and the United States.

Approved as to Form:

Public Agency Attorney

Name of Public Agency

Address

Address

By:

Title

Approved as to Form:

15/ Rebecca Cranston
David Quesnel
Klickitat County Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

[Signature]
Chairman
[Signature]
Commissioner
[Signature]
Commissioner

ATTEST:

[Signature]
Clerk of the Board
Klickitat County, Washington



Jeff Hunter <jeffh@klickitatcounty.org>

PA Request

2 messages

Jeff Hunter <jeffh@klickitatcounty.org>

Tue, Aug 20, 2024 at 6:08 PM

To: Prosecuting Attorney Opinions <PAopinions@klickitatcounty.org>

Attached is a PA Request related to a Reimbursable Agreement with the West Klickitat Regional Fire Authority. This is the same agreement that has been used in the past.

2977_001.pdf
213K

Rebecca Cranston <rebeccac@klickitatcounty.org>

Wed, Aug 21, 2024 at 8:47 AM

To: Jeff Hunter <jeffh@klickitatcounty.org>

Cc: Prosecuting Attorney Opinions <PAopinions@klickitatcounty.org>

Good morning Jeff,

The attached agreement is approved as to form.

Thank you,

Rebecca Cranston
Deputy Prosecuting Attorney
Klickitat County Prosecuting Attorney's Office
205 S. Columbus Ave, Room 106
Goldendale, WA 98620
Office: (509) 773-5838
Direct: (509) 773-2429
Fax: (509) 773-6696
rebeccac@klickitatcounty.org

Public Records: All e-mail sent to this address will be received by the Klickitat County e-mail system and is subject to Public Disclosure under Chapter 42.56 RCW. Messages may be viewed by parties other than the intended recipient.

[Quoted text hidden]



SKAMANIA EMERGENCY MEDICAL SERVICES & RESCUE

SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT

253 SW First Street | PO BOX 338 | Stevenson, Washington | 98648

Office: 509-427-5065 Fax: 509-427-2767 Email: info@skamaniaems.com

TO: Chief Long & Ms. Plumb, West Klickitat Regional Fire Authority

FROM: Shelby Rosander Graber, Skamania EMS & Rescue

DATE: September 24, 2024

RE: Interlocal Agreement – First Response Emergency Medical Services

Chief Long & Ms. Plumb,

On September 16, 2024 the Board of Commissioners for Skamania County Public Hospital District reviewed and approved the Interlocal Agreement for First Response Emergency Medical Services with the WKRFA. Enclosed you will find two signed copies of the agreement, please have your Board sign and return one fully executed copy. There is a pre-addressed envelope for your convenience.

Please reach out if you have any questions.

Email: shelby@skamaniaems.com

Phone : (509)427-5065

Kind Regards,

A handwritten signature in blue ink that reads "Shelby Rosander Graber".

Shelby Rosander Graber

Administrative Assistant

Skamania EMS & Rescue

**INTERLOCAL AGREEMENT
FOR FIRST RESPONSE EMERGENCY MEDICAL SERVICES**

This Agreement is made and entered into as of the _____ day of _____, 2024 by and among Public Hospital District No.1, Skamania County, Washington, hereinafter referred to as the “District”, and West Klickitat Regional Fire Authority, hereinafter referred to as “WKRFA”

RECITALS

Whereas, RCW 70.44.003 authorizes public hospital districts to provide “hospital services and other health care services for the residents of such districts and other persons.”

Whereas, RCW 70.44.007(2) defines “other health care services” to include “other services as are appropriate to the health needs of the population served.”

Whereas, RCW 39.34.030 authorizes any two or more public agencies to enter into agreements with one another for joint or cooperative action, and;

Whereas, the District provides emergency medical services throughout Skamania County and from time to time may seek assistance with the provision of these emergency medical services in eastern Skamania County, and;

Whereas, WKRFA maintains the staff and equipment to provide first response for emergency medical services in eastern Skamania County.

Pursuant to the authority granted by Chapters 39.34 and 70.44 RCW the District and WKRFA wish to negotiate, enter into and carry out this Interlocal agreement for other emergency medical services to better meet the health care needs of the residents of the District and other persons served by the District.

AGREEMENT

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. Term. The term of this Agreement shall commence on January 1, 2025 (the “Commencement Date”) and shall continue for a period of three years until December 31, 2027 (the “Initial Term”), unless sooner terminated as provided herein. The Initial Term shall automatically renew for additional one-year periods (the “Subsequent Terms”) unless a party provides written notice of nonrenewal at least 90 days before the end of the current Term. The initial Term and Subsequent Terms, if any, are collectively referred to herein as the “Term.”
2. Emergency Medical Services, Basic Life Support. WKRFA agrees to provide first response emergency medical services for the District as follows:
 - a. Basic Life Support (BLS) First Response service to Eastern Skamania County, when requested by the District. Eastern Skamania County is identified on the map attached as Exhibit A. WKRFA shall provide such services on the same basis provided to areas within WKRFA or with which WKRFA has contracts, but WKRFA assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous calls whereby facilities of

WKRFA are taxed beyond its ability to render equal protection, the officers and agents of WKRFA shall have discretion as to which call shall be answered first. WKRFA shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

- b. Records and Documentation. WKRFA shall maintain records and documents that completely and properly reflect all emergency medical services that it provides pursuant to this Agreement. WKRFA shall make such records and documents available for review by the District, The State Auditor and any other governmental agencies for the period of time required by law and guidelines established by the Washington State, Secretary of State Office.
 - c. Administration. WKRFA is responsible for the administration of the EMS services it provides under this Agreement.
 - d. Property Ownership. All property acquired by a party to enable it to perform services under this Agreement shall remain the property of the Party acquiring the property in the event of termination of this Agreement.
 - e. Insurance. Throughout the Term, WKRFA shall maintain liability insurance with minimum limits of at least one million dollars per occurrence. The District shall be named as an additional insured on such policy.
3. Emergency Medical Services, Advanced Life Support. The District agrees to provide first response emergency medical services for WKRFA as follows:
- a. Advanced Life Support (ALS) response service to Western Klickitat County, within the boundaries of the WKRFA service area, when requested by WKRFA and when Klickitat County EMS is not available. The District shall provide such services on the same basis provided to areas within the District or with which the District has contracts, but the District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous calls whereby facilities of the District are taxed beyond its ability to render equal protection, the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.
 - b. Records and Documentation. The District shall maintain records and documents that completely and properly reflect all emergency medical services that it provides pursuant to this Agreement. The District shall make such records and documents available for review by WKRFA, The State Auditor and any other governmental agencies for the period of time required by law and under guidelines established by the Washington State, Secretary of State Office.
 - c. Administration. The District is responsible for the administration of the EMS services it provides under this Agreement.
 - d. Property Ownership. All property acquired by a party to enable it to perform services under this Agreement shall remain the property of the Party acquiring the property in the event of termination of this Agreement.

- e. Insurance. Throughout the Term, the District shall maintain liability insurance with minimum limits of at least one million dollars per occurrence. WKRFA shall be named as an additional insured on such policy.

TERMINATION

Termination of Agreement for Cause by the District. The District may terminate this Agreement immediately upon written notice to WKRFA if WKRFA fails substantially to perform any material terms of this Agreement and that failure continues for a period of thirty (30) days after the District has given WKRFA written notice of the cause for termination.

Termination of Agreement for Cause by WKRFA. WKRFA may terminate this agreement immediately upon written notice to the District if the District fails substantially to perform any material terms of this Agreement and that failure continues for a period of thirty (30) days after WKRFA has given the District written notice of the cause for termination.

Termination without Cause. Either party may terminate this agreement, without the need to establish cause, upon providing not less than one hundred eighty (180) days written notice to the other party.

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; two (2) days after deposit in the United States mail if sent by first class; certified or registered mail with return receipt requested. All notices shall and be addressed to the parties at the addresses set forth below or at such other address as either party may specify by notice to the other party.

To the District: Skamania EMS & Rescue
PO Box 338, 253 SW First Street
Stevenson, WA 98648

To WKRFA: West Klickitat Regional Fire Authority
200 Husum Street, PO Box 15
Husum, WA 98623

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.

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

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.

Authorization. Each party does hereby represent and warrant to the other that it is duly authorized to enter into and to carry out the terms of this Agreement.

Benefits. The services provided under this agreement represent an extension and expansion service WKRFA owes to the public in general. Neither party intends to create a special relationship to the other party or to the public served by either party.

In witness whereof, the parties hereby execute this agreement as of the day and year first set forth above.

PUBLIC HOSPITAL DISTRICT NO. 1
SKAMANIA COUNTY, WASHINGTON

WEST KLICKITAT REGIONAL FIRE AUTHORITY
KLICKITAT COUNTY, WASHINGTON

COMMISSIONER: *Don L. A.*

COMMISSIONER: _____

COMMISSIONER: *Justin Hollis*

COMMISSIONER: _____

COMMISSIONER: *Robert Fawcett*

COMMISSIONER: _____

COMMISSIONER: _____

COMMISSIONER: _____

COMMISSIONER: _____

ATTEST:

ATTEST:

SUPERINTENDENT: *Osmedina*

CHIEF: _____

DATE: *09/16/24*

DATE: _____

EXHIBIT A

