

See 2/21/07 P. 2

WASHINGTON STATE PARKS & RECREATION COMMISSION  
SEQUIM BAY STATE PARK

FIRE PROTECTION CONTRACT

THIS CONTRACT entered into on the date last hereinafter written between the Washington State Parks and Recreation Commission, hereinafter referred to as the "State," and Clallam County Fire Protection District No. 3 of Sequim

Washington, hereinafter referred to as the "District," witnesseth: WHEREAS, District is organized and equipped to give fire protection to improvements and facilities within its boundaries, and State desires that the District give such protection to the buildings owned by the State within the boundaries of said District, THEREFORE:

- Beginning on the date of approval by the State as shown below, the District shall furnish fire protection to the State's buildings located within and/or adjacent to the District's established boundaries lying within Clallam County, Washington.
- The State shall pay annually in advance on July 1 during each year of this contract the sum of \$148,800 (One hundred forty-eight and 80/100 dollars) based upon levy times assessed valuation for fire protection services necessary for the protection and safety of personnel and property pursuant to the provisions of Chapter 39.34 as now or hereafter amended, contingent upon appropriation of funds for said purposes.
- In the event of cancellation or termination of this contract for any reason, the District shall reimburse the State a prorated amount for the remainder of the fiscal year from the date of said cancellation or termination through June 30 following.
- The District shall indemnify and hold the State harmless from any loss, and from any causes of action, suits at law or equity or claims or demands or from any liability of any nature due to the actions of the District arising from the operation of this contract.

4. This contract shall be for an indefinite period and shall be subject to renegotiation upon change of assessed valuation and/or required levy.

APPROVED AS TO FORM

Stade Gorton, Attorney General

By James M. Thompson  
Assistant Attorney General

*David Courteney*  
Commissioner  
of "P. B. Bears"

*Eric Schumack*  
Commissioner

APPROVED:

State Parks and Recreation Commission

JUL 09 2007

*Steven W. Bly* 3-13-78  
Steve W. Bly, Assistant Director date  
Operations

CONTRACT

THIS CONTRACT, made this 4th day of February, 1985, by and between the Clallam County Fire Protection District No. 3, hereinafter called "District", and the Clallam County Emergency Medical Services Council, Inc., hereinafter called "Council".

REPRESENTATIONS

1. Pursuant to Resolution 7-80 of Clallam County Fire Protection District No.3, the District has established an Emergency Medical Services program through the Fire Department to provide emergency medical and advanced life support services.
2. Pursuant to Chapter 18.71 RCW and Chapter 248-15 WAC, it is required that the District's advanced life support program be supervised by an approved licensed physician and that the District paramedics be trained, certified and supervised by an approved licensed physician.
3. The Council has appointed an approved licensed physician, as defined in WAC 214-15-020(2), as the Council's designated physician program director, responsible for coordinating matters pertaining to an advanced life support system.

AGREEMENTS

- Now, therefore, in consideration of payments, covenants and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:
1. SCOPE OF SERVICES. The Council will provide the District with the services of its designated physician program director, hereinafter called "Director". The Director shall be a licensed physician and meet the qualifications of Chapter 18.71 RCW and WAC 248-15-020 (2). The Director shall perform the training, certification, and supervisory requirements of Chapter 18.71 RCW and Chapter 248-15 WAC for the District's advanced Life Support program. As part of the Director's supervisory duties, the director shall hold each month an appropriate run review with the District's Fire Department Paramedics.
  2. DURATION OF CONTRACT. The performance of this Contract shall commence on the 1st day of January, 1985, and terminate on the 31st day of December, 1985. The duration of the Contract may be extended or terminated upon mutual written agreement of the parties hereto and pursuant to the terms and conditions of the Contract.

3. COMPENSATION AND METHOD OF PAYMENT. In consideration for the services rendered as specified in Section 1 of this Contract, the District shall pay the Council \$500.00 a month, to be paid by the end of each month. Total amount to be paid to the Emergency Medical Service Council is \$1,000.00 divided equally by the Advance Life Support Agencies.

4. INDEPENDENT CONTRACTOR STATUS. The relation created by this Contract is that of independent contracting entities. No employer-employee relationship is created between the District, and the Council nor the Council's designated physician program Director.

5. HOLD HARMLESS AND INDEMNIFICATION. The Council shall protect, defend, save harmless, and indemnify the District, its officers, agents and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees occurring, arising, or resulting from any act or omission of District Paramedic, as defined in RCW 18.71.200, done or omitted in good faith while rendering emergency medical and/or advanced life support services under the supervision and control of the Council's designated physician program Director. The Director shall have sufficient and appropriate liability insurance coverage to protect against the liability exposure created by the performance of the duties set forth in this Contract.

6. BREACH.

A. In the event of either party's material breach of the terms or conditions of this Contract, the non-breaching party reserves the right to withhold payments or services until corrective action has been taken or completed. However, the party shall not exercise this right until it has given written notice of such material breach to the breaching party and ten days have passed since the receipt of such notice. This option is in addition to and not in lieu of the party's right to terminate this Contract or any other right which State law offers for breach of contract.

B. If either party shall materially breach any of the covenants undertaken herein or any of the duties imposed upon it by this Contract, such material breach shall entitle the other party to terminate this Contract, provided that the party desiring to terminate for such cause shall give the offending party at least twenty days' written notice, specifying the particulars wherein it is claimed that there has been a violation hereof, and if at the end of such time, the party notified has not removed the cause of complaint, or remedied the purported violation, then the termination of this Contract shall be deemed complete.

7. ENTIRE CONTRACT. The parties agree that this Contract is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Further, any modification of this Contract shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto caused this Contract to be executed the day and year first hereinabove written.

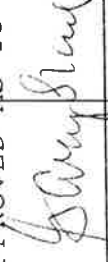
CLALLAM COUNTY FIRE PROTECTION  
DISTRICT NO. 3

BY:   
Chairman, Board of  
Commissioners

ATTEST:

  
Anna M. Stephenson, Secretary

APPROVED AS TO FORM:

  
Gary Sund, Attorney of the  
District

CLALLAM COUNTY EMERGENCY  
MEDICAL SERVICES COUNCIL

ATTEST:

BY:   
President

  
Donna Davison, Secretary