

THIS AGREEMENT FOR “CARES” SERVICES (“Agreement”) is made and entered between the CITY OF BELLEVUE, municipal corporation of the State of Washington (“Bellevue”), and the CITY OF MEDINA, a municipal corporation of the State of Washington (“Contracting City”), jointly referred to as the Parties.

WHEREAS, Bellevue’s Fire Department has established and maintains the Community Advocates for Resource and Education Services (hereafter “CARES”), a community outreach and assistance program; and

WHEREAS, the citizens of the Contracting City would benefit from a community outreach and assistance program; and

WHEREAS, Bellevue CARES program is capable, within reasonable limitations, of providing service to the geographical area of the Contracting City; and

WHEREAS, community outreach and assistance services help to reach a population who may otherwise engage first responders helping to keep first responders available for emergency calls; and

WHEREAS, substantial investigation and negotiation have occurred in an effort to determine a service fee which is equitable to both parties now and in the future; and

WHEREAS, the service fee established for the Contracting City and the method by which future service fees will be determined, as described herein, are acknowledged by both parties to be fair and equitable; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act set forth in chapter 39.34 of the Revised Code of Washington as each entity has the authority if it so chooses to establish a community outreach and assistance program;

NOW, THEREFORE, in consideration of the terms and provisions herein, the parties agree as follows:

1. **Service.** Bellevue shall furnish community outreach and assistance services (CARES services, including but not limited to advocates meeting with Contracting City’s residents, assessing their needs, case management, and facilitating the connection of individuals to community resources that may help with their needs. CARES services will be made available between the hours of 0800 and 1730. CARES services provided under this Agreement will be provided as practicable at substantially the same service level as those rendered to Bellevue. Bellevue shall furnish all personnel, training, supervision and facilities as necessary to provide CARES services. Bellevue shall not discontinue service to the Contracting City, except as provided under

this Agreement, unless there are circumstances beyond its control. Bellevue shall not be held liable by the Contracting City if Bellevue is not reasonably able to provide such services in unavoidable circumstances such as natural and/or manmade disasters.

2. Discretion Regarding manner of Providing CARES Services. In rendering CARES services, Bellevue shall have the sole discretion as to the manner and means to provide all CARES services. This shall include, but is not limited to, the personnel that will respond to each call for CARES services, complete discretion as to the order of response to calls, and shall be the sole judge as to the most expeditious, efficient and effective manner of sending advocates to meet Contracting City's residents, provided that the Contracting City shall have equal priority with Bellevue.

3. Dispatching for CARES Services. On behalf of the Contracting City's Police Department, the Northeast King County Regional Public Safety Communication Agency (NORCOM) may request dispatch of the Bellevue CARES 101 team, or equivalent, as available to the Contracting City's jurisdiction. Dispatched CARES services are for crisis assistance and potential follow up CARES services as may be necessary.

4. Fees. The Contracting City shall pay a fixed monthly subscription fee of \$500 to Bellevue for access to CARES services. In addition, the Contracting City shall pay to Bellevue \$913 per dispatched request originating from the Contracting City's Police Department through NORCOM for up to three calls per month. Each dispatched request after the third call each month shall be billed at a flat fee of \$1,163.00 per dispatched request.

After the first year of this agreement, the subscription fee and dispatch fees shall increase by the cost of inflation as calculated by the CPI-W Seattle-Tacoma-Bellevue. Bellevue shall invoice the Contracting City quarterly for the monthly subscription fee and all dispatched responses.

5. Dispute Resolution.

a. Process. The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in the Section 8 of this Agreement. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) calendar days from the date of the notice unless extended by mutual written agreement of the Parties.

b. Mediation. If a dispute cannot be resolved through direct discussions, either Party may request mediation. A mutually acceptable mediator shall be selected by the Parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his/her expertise with the nature of the matter in dispute and ability to facilitate settlement. The Parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the Parties.

c. Third Parties. In order for a third party to join in the mediation, such Party must be a city contracting with Bellevue under a contract substantially identical to this Agreement, and must declare its intent to seek mediation of substantially the same issues as the Contracting City, and must agree to share mediation costs in the manner prescribed herein.

d. Other Relief. In the event the dispute is not resolved in mediation, or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by law. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

6. Contract Renewal and Termination. The initial term of this Agreement shall be from March 1, 2022, through December 31, 2022. If the parties agree in writing prior to December 1, 2022, this Agreement may be extended for an additional term of \_\_2\_\_year(s), to December 31, 2024. Either Party may terminate this Agreement by providing written notice of its intent to terminate at least 30 days prior to commencement of the final service year for which the service is to be provided. In the event such written notice is given, this Agreement shall terminate and be of no further force and effect on December 31<sup>st</sup> of such final service year. The Hold Harmless, Defense, and Indemnity provisions in Section Seven of this agreement shall survive termination or expiration of this Agreement.

7. Hold Harmless, Defense, and Indemnity. In performing its obligations under this Agreement, the Contracting City shall protect, defend, indemnify and save Bellevue, its officers, employees and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contracting City, its officers, employees or agents. In performing its obligations under this Agreement, Bellevue shall protect, defend indemnify and save the Contracting City its officers, employees and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Bellevue, its officers, employees or agents. In the event of liability for damages arising out of bodily injury or death to persons or damage to property caused by or resulting from the concurrent negligence of both parties, each Party's liability hereunder shall be only to the extent of each Party's

own negligence. Bellevue and Contracting City each agree that its respective obligation under this section extends to any claim, demand or cause of action brought by or on behalf of any of its employees. For this purpose, Bellevue and Contracting City, by mutual negotiation, hereby waive, as respects the other Party only, any immunity that would otherwise be available against such claim, demand or cause of action under the Industrial Insurance provisions of Title 51 RCW. The provisions of this section shall survive the termination or expiration of this Agreement.

8. This Agreement represents the entire and integrated Agreement between the Parties, hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by the authorized representatives of both Parties hereto.

9. Notice. All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing, if mailed by first class, postage pre-paid. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following addresses:

a. Notices to the City shall be sent to:

City of Bellevue  
Fire Department Attn: Fire Chief  
PO BOX 90012  
Bellevue, WA9B009-9012

b. Notices to the Contracting City shall be sent to:

City of Medina  
Attention: Chief of Police  
501 Evergreen Point Road  
Medina, WA 98039

9. Compliance with State Laws. Bellevue and Contracting City shall comply with all applicable state, federal and local laws in carrying out the terms of this Agreement.

10. Assignment. No assignment or other transfer of any right or obligation under this Agreement shall be made by either Party, and any attempt to so assign or transfer such right or obligation shall be a breach of this Agreement and the assignment shall be of no effect.

11. Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected

thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

12. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

13. Effective Date. This agreement shall take effect after the execution of this agreement by the last party to sign.

IN WITNESS whereof, the Parties acting in their official capacities have herby executed this Agreement by affixing thereto the signature of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CITY OF MEDINA

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney