

**FIRE PROTECTION SERVICES INTERLOCAL AGREEMENT
BETWEEN SKAMANIA COUNTY FIRE DISTRICT 2 AND THE CITY OF STEVENSON**

THIS AGREEMENT FOR FIRE PROTECTION SERVICES (“Agreement”) is made and entered into by and between Skamania County Fire Protection District No. 2 of Skamania County, State of Washington (“District”), and the City of Stevenson, a municipal corporation of the State of Washington (“City”), hereinafter also collectively referred to as the “Parties.”

Recitals

Whereas, the District was created, and by virtue of the laws of the State of Washington, is organized for the purpose of protection of property against loss by fire within its boundaries outside of the incorporated city limits, and

Whereas, the City operates a fire department for the provision of fire prevention and suppression services and for the protection of life and property within the City, and

Whereas, the Parties have cooperated with each other on service delivery for more than thirty-four years; and

Whereas, the Parties are currently operating under an existing agreement dated May 18, 1989 whereby the City manages the volunteer firefighters and costs are shared; and

Whereas, the Parties engaged a consultant to assist in developing a Fire Department Strategic Plan and a recommendation of the Plan was to review and revise the agreement; and

Whereas, by cooperation, joint and mutual aid and assistance and by sharing certain equipment, personnel and facilities the parties hereto may continue to render more effective service to the residents of the City and District.

Now, therefore, in contemplation of a program of mutual aid and assistance, it is hereby agreed between the parties as follows:

1) Purpose

- a) The purpose of this Agreement is to make possible the most efficient and effective delivery of fire protection services to the City and District.
- b) The Parties acknowledge the challenge of sustainably funding fire protection services and believe consolidated service delivery will help address that challenge through economies of scale in operation and organization.
- c) The Parties also believe that consolidated service delivery will allow them to more effectively plan for future delivery of fire services to the communities. Improvements in cost-effectiveness realized over the longer term could include new fire station location and current fire station utilization.
- d) No new separate legal or administrative entity is established by this Agreement

2) Term

- a) This Agreement shall be effective on January 1, 2024.
- b) The initial term of this Agreement shall expire on December 31, 2029.

- c) The term of the Agreement shall automatically renew for an additional five years unless otherwise terminated by one of the Parties.
- d) Notice of termination shall follow the provisions of Section 12 of this Agreement.

3) Services

- a) The City agrees to provide services to the District normally associated with a City fire department allowable under State and County laws and ordinances to include, but not limited to:
 - i) Fire Prevention Education
 - ii) Fire Suppression
 - iii) Hazardous Materials Incident Response
 - iv) Automatic and mutual emergency response to neighboring jurisdictions and in accordance with existing interlocal agreements
- b) The City shall furnish all personnel, including clerical and administrative support required to perform the above-listed services.
- c) Such services shall be provided to the District as presently constituted or as may be annexed to the District.
- d) Such services shall be rendered on the same basis and in the same manner as such service is rendered to areas with the City.
- e) The City, through the Fire Department, shall provide administrative services in support of the District's business activities. The District and Fire Chief shall jointly establish the proper level of support. Both parties shall meet quarterly to determine if the level of administrative support is meeting the District's Business needs. This may include processing accounts payable, use of the city's credit card in line with the city's procurement policy, and other services as needed and agreed upon.

4) Personnel

- a) The Volunteers shall be volunteers of the City and subject to the City's Personnel Policy as applicable.

5) Fire Chief

- a) The Fire Chief shall be a City volunteer and subject to the City's Personnel Policy as applicable.
- b) The Chief shall be elected to office by the volunteer membership through a balloting process. Upon election of the Chief, the Chief shall notify the District and City.
- c) The appointment of the Fire Chief shall be subject to confirmation by a majority of the District Commissioners.
- d) The appointment of the Fire Chief shall be subject to confirmation by a majority of the Stevenson City Council as required by the Stevenson municipal code.
- e) Stevenson shall convene a meeting with the Mayor, City Administrator, and a District Commissioner to review the Fire Chief's annual performance evaluation.
- f) The Fire Chief shall be responsible for and direct all operations, personnel, and deployment of resources, establish standard operating procedure and policies for the Fire Department.

- g) A member may be suspended or discharged from the department with cause by the Chief at any time in accordance with the City's Personnel Policy. The Chief shall consult with the City Administrator prior to discharging a volunteer. The discharged volunteer can appeal that action within 90-days following the discharge.
- h) The Fire Chief shall report to the City and District at least quarterly regarding operations, facilities, equipment, and budget items to provide a line of communications between members of the Fire Department, City and District.

6) Insurance

- a) The District shall provide adequate insurance coverage for District's property, buildings and equipment and shall include public liability, property damage and comprehensive coverage. The City shall provide adequate insurance coverage for the City's property and equipment and shall include public liability, property damage and comprehensive coverage. In addition, both the City and District each agree to carry, at all times during the term of this agreement, liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) each occurrence with a two million dollar (\$2,000,000) general aggregate, covering the City and the District for all activities of the employees of the City relating to the performance of this agreement.

7) Liability

- a) Each of the Parties shall, at all times, be solely responsible and liable for the acts or failure to act of its personnel that occur or arise in anyway of the performance of agreement by its personnel only, and to save and hold the party and its persons and officials harmless from all costs, expenses, losses, damages, including costs of defense incurred as a result of any acts or omissions of the party's personnel relating to the performance of the agreement.

8) Property Ownership

- a) All property acquired by the District to enable it to perform the services required under this agreement shall remain the property of the District.
- b) All property acquired by the City to enable it to perform the services required of this agreement shall remain the property of the City.

9) Equipment

- a) All equipment purchased by the District shall normally be assigned to and stationed in the District, provided that such equipment may be used by the City when deemed necessary by the Fire Department Administration for proper protection when regularly assigned City equipment is out of service.
- b) In the event District equipment may be out of service, the City agrees to adding, on a temporary basis, comparable equipment to District station if deemed necessary by the Fire Chief for proper protection.
- c) The Fire Chief shall cooperate with the Board of Commissioners on the permanent assignment and location of all District equipment. The District and the City have entered into this agreement to share resources in order to give the best overall protection to the citizens of the District and the City, and the use of District and City owned equipment and facilities is given due consideration as part of the compensation addressed in section 11.
- d) The City shall be responsible for insurance, maintenance, repair and replacement expenses for all its assets.

- e) The District shall be responsible for insurance, maintenance, repair and replacement expenses for all its assets.

10) Facility Maintenance

- a) The City will provide the cost of routine maintenance at the Stevenson Fire Hall. Routine maintenance is defined as janitorial services, seasonal facilities maintenance (i.e., gutter cleaning), etc. Routine maintenance does not include structural repairs, such as replacing the roofing or other structural repairs that are a result of a natural or man-made disaster. Consumable supplies utilized primarily by City personnel in the performance of the duties as required by this agreement shall be furnished by the City. The Fire Chief shall establish a check list and service request to ensure that janitorial services, seasonal maintenance items, rodent control, etc. are completed. Both parties shall meet quarterly to determine if the established check list is being completed.
- b) The City shall provide and pay for all water and sewer utility charges that are required for the operation of the fire station.
- c) The District shall maintain fire insurance on the existing fire station now jointly occupied by the Parties within the City of Stevenson.

11) Payment to the City

- a) The District agrees to pay to the City for services rendered as outlined below:
 - i) The cost of all gasoline, oil, lubricants, maintenance, and repair necessary for the proper and efficient functioning of all District equipment.
 - ii) The cost of compensation for City Fire Department members answering fire calls outside the limits of the City at such rates as shall be agreed upon by the City and District from time to time.
 - iii) The cost of Administrative Services performed solely on behalf of the District. This does not include processing accounts payable.
 - iv) The following costs will be split on a pro-rata basis of 30% by the District and 70% by the City as determined by the average number of calls in the past five years and the assessed valuation distribution over the past five years.
 - (1) Heating
 - (2) Lighting
 - (3) Repairing and maintaining the Fire Station
 - (4) All fire drills
 - (5) Contributions made to the Board of Volunteer Fire Fighters Volunteer Fire Fighters' and Reserve Officers' Relief and Pension Principal Fund as outlined in WAC 491-03
 - (6) Firefighter Equipment including Personal Protective Equipment (PPE) and other shared resources

12) Termination

- a) If either party decides to terminate this agreement, such party shall give to the other party twelve (12) months written notice of intent to terminate. However, in the event either party defaults in the performance or condition of this agreement, the other party may give written notice of the deficiency. If the default is not corrected or resolved to the satisfaction of both parties by written agreement, the grieved party may give written notice to terminate the

agreement within thirty (30) days or either party may refer the question to arbitration as defined in section 14 of this agreement.

13) Modification

- a) This instrument constitutes the entire agreement between the parties herein and supersedes all prior agreements. No modification or addendums shall be valid unless evidenced in writing, property agreed to and signed by both parties, which shall then become a part of this agreement. In the event either party shall desire to renegotiate any provision of the agreement, such party shall notify the other party in writing of its intent. Such a request to negotiate shall not be considered a notice of termination as provided in section 12.

14) Arbitration

- a) In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement or that the other is not in compliance with the terms of this agreement, both parties agree to meet and negotiate in good faith at least twice. If agreement is not attained, the parties agree that such disputes shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator who shall not be employed or reside in the fire service area of the District or City. The two arbitrators shall appoint a third arbitrator with the same qualification. Unless different rules are adopted by the arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

15) Benefits

- a) This agreement is entered into for the benefits of the Parties only and shall confer no benefits, direct or implied, to any third persons.

16) Severability

- a) If any provision of this agreement or its application is held invalid, the remainder is not affected.

17) Annexation

- a) If any portion of the District is annexed by the City during the term of this Agreement, the pro rate allocation of costs in section 11 will be renegotiated.

18) Interlocal Agreement Representations

- a) This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:
 - i) Duration. This AGREEMENT shall terminate on December 31, 2029, or sooner as provided in section 12, above. It may be renewed as outlined in section 2, above.
 - ii) Organization. No new entity will be created to administer this agreement.
 - iii) Purpose. The purpose is to enable the Skamania County Fire District #2 and City of Stevenson to contract with each other for fire protection services.
 - iv) Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds' budgets.
 - v) Termination of Agreement. The parties shall have the right to terminate this agreement as provided in section 12, above.
 - vi) Other. All terms are covered by this Agreement. No additional terms are contemplated.

- vii) Selection of Administrator. The Fire Chief shall be the Administrator for this Interlocal Agreement.
- viii) Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor and/or listed by subject on each public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the **DISTRICT** has caused this contract to be duly executed on its behalf, and thereafter the **CITY** has caused the same to be duly executed on its behalf.

CITY OF STEVENSON
A Municipal Corporation,

SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 2
Board of Commissioners

By: _____
Mayor

By: _____
Chairman

Attest:

Commissioner

City Administrator

Commissioner

Approved as to form only:

Attest:

_____: District Attorney

Clerk of the Board

Robert C. Muth, City Attorney, City of Stevenson