

**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 between the District and City; 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 existing 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 agree that consolidation of resources will provide for economies of scale in delivering lasting fire protection services for communities within both the City of Stevenson and Fire District 2.
- c) The parties agree that consolidation includes sharing resources including personnel, equipment, staff, administration and fire halls, current and to be developed.
- 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*. The City shall provide a program of public education activities within the District's jurisdictional boundaries. The program shall include, but is not limited to, annual fire safety education classes at elementary schools, fire safety education classes for special or targeted groups, participation in community events, and fire safety and first aid training.
 - ii) *Fire Suppression*. The City shall provide all services necessary for fire suppression, fire prevention, fire support, and rescue response to a service area covering the corporate limits of the District, including technical rescues involving low/high angle, confined space, trench, water, and surface water.
 - iii) *Hazardous Materials Incident Response*. The City shall provide all services necessary for hazardous material incident response.
 - iv) *Mutual / Automatic Aid*. Automatic and mutual emergency response to neighboring jurisdictions and in accordance with existing interlocal Agreements.
 - v) *Training and Education*. The City shall provide training and education to all Firefighter and emergency medical service personnel in accordance with applicable statutory provisions, regulations and standards of the Washington Administrative Code.
 - vi) *Public Information, Education, and Outreach*. The City shall provide public information, education, and outreach to a service area covering the corporate limits of the District.
- b) The City shall furnish all personnel, including clerical and administrative support required to perform the above-listed services. The Fire Chief or designee shall supervise, administer, and manage the day-to-day operations of the services, including, without limitation, the following:
 - i) Staffing levels, personnel assignments and other resource allocations.
 - ii) Implementation of Budget.
 - iii) Implementation of policies and procedures.
 - iv) Personnel management, including discipline. The Fire Chief shall manage all disciplinary actions consistent with existing personnel policies and procedures. All disciplinary actions shall follow the chain of command.
 - v) Oversee and manage all operations in the manner of, and subject to, the limitations specified herein.

For the purposes of enforcement of federal, state, and appropriate laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the District hereby designates the Fire Chief of the City as its Fire Chief.

The Fire Chief shall report on administrative and operational matters to the District's Board of Commissioners and shall attend meetings when requested.

- c) Such services shall be provided to the District as presently constituted or as may be annexed to the District.
- d) All services provided pursuant to this Agreement shall be performed in a professional and competent manner pursuant to and within the timelines required of applicable codes, policies and procedures (including applicable customer service standards), and any state or federal laws

applicable to the performance of that work. Fire prevention personnel shall obtain and maintain all required certifications needed to perform the duties of these services.

- e) Such services shall be rendered on the same basis and in the same manner as such service is rendered to areas with the City and according to the performance measures stated in NFPA 1710 by the National Fire Protection Association. It is understood and agreed by the Parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers and automatic and/or mutual aid Agreements. The Parties recognize responses to concurrent emergencies shall be determined by the City based upon the City's operational judgment and without regard to where the concurrent emergencies occur.
- f) 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) The City shall convene a meeting with the Mayor, City Administrator, and a District Commissioner to review the Fire Chief's annual performance evaluation.
- f) If a suitable candidate cannot be put forth by the Volunteers then the Fire District and City Council agree to explore other means to fill the role of Fire Chief via a joint session.
- g) Dismissal of Fire Chief must occur via a joint session of the City of Stevenson City Council and Skamania County Fire District 2 Board of Commissioners by a majority vote of each governing body (minimum 3 Councilmembers and 2 Commissioners).
- 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 two million dollars (\$2,000,000) each occurrence with a five million dollar (\$5,000,000) general aggregate, covering the City and the District for all activities of the employees of the City relating to the performance of this Agreement.

- b) The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall include a thirty (30) calendar days' prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be written on an "occurrence" basis, rather than a "claims-made" basis. In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if that party can demonstrate protection equal to or greater than that specified herein.

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. Agreement To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. 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 they have mutually negotiated this waiver.

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 District shall retain ownership of Stevenson Fire Hall during the term of this Agreement and shall make the Stevenson Fire Hall available for use by the City. The District shall provide use of Stevenson Fire Hall in "as-is" condition. The City acknowledges that the premises have been continuously used to provide fire services and that its current condition is acceptable for the City to continue providing fire services.
- b) No use charge shall be assessed to the City. The Parties agree the rights and contractual obligations contained within the Agreement constitute adequate consideration for the City's use and possession of the Stevenson Fire Hall.
- c) 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 checklist 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 checklist is being completed.
- d) The City shall provide and pay for all utility charges required for the operation of the fire station, including water, sewer, garbage, heating, air conditioning, electrical power, and telephone and information technology/system data lines.
- e) The District shall maintain fire insurance on the existing fire station now jointly occupied by the Parties within the City of Stevenson.
- f) No major capital improvements to the Stevenson Fire Hall are anticipated during the City's use. In the event the Stevenson Fire Hall requires necessary capital improvements, the Parties will meet and confer in good faith in an effort to mutually agree upon a budget and timetable for completion of the improvements.
- g) The City shall be responsible to the District for any loss or damage to the Stevenson Fire Hall except to the extent caused by the negligence of the District.

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 costs on behalf of the department as a whole, which will be split as outlined below.
 - 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 Stevenson Fire Hall
 - (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
 - (7) Administrative Services performed on behalf of the fire department, such as annual payroll processing, reporting, or policy development and other paperwork support.
 - v) Mutual Aid calls will be split 50/50 between the City and District.
- b) Except as otherwise provided herein, for all payments provided hereunder, the City shall provide the District with quarterly invoices outlining the nature of the services provided. The District shall pay all invoiced amounts within 30 days of receipt.

12) Termination

- a) Either Party may terminate this Agreement by giving the other Party at least 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.
- b) Except as otherwise provided herein, the costs associated with terminating this Agreement shall be borne equally between the Parties, or in the event of a material breach, by the breaching Party, provided that in the following circumstances, the cost of termination shall be apportioned as provided below. In the event this Agreement is terminated due to a change in law or by mutual Agreement, each Party shall bear its own costs associated with the termination.
- c) The Parties have an affirmative duty to mitigate their respective costs of termination, irrespective of the Party who elects to terminate this Agreement and irrespective of the Party who must bear the costs of termination.

- d) If this Agreement is terminated for any reason, any assets owned by the District on the termination date shall be returned to the possession of the District, including the Stevenson Fire Hall as well as the District's apparatus, vehicles, and equipment.
- e) Within thirty (30) calendar days of the effective date of this Agreement's termination, the City shall submit to the District a final invoice consistent with the methods of invoicing required herein. Final payment and settlement of accounts shall occur within ninety (90) calendar days of the effective date of termination of the 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, properly 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 such disputes shall be resolved by binding arbitration pursuant to the rules then promulgated by the Arbitration Services of Portland, Inc. ("ASP"). The arbitration shall be conducted in the City of Stevenson, Washington. Despite the amount in controversy the arbitration shall be conducted by a single arbitrator assigned by ASP.
- b) The Parties may agree on another arbitrator not appointed by ASP. In the event ASP is unable or unwilling to provide an arbitrator and the Parties cannot otherwise agree, then the presiding judge of the Skamania County Superior Court shall designate an arbitrator.
- c) The cost of the arbitrator shall be shared equally. Each party shall bear the cost of preparation and presentation, including attorneys' fees and expert witness fees, of its case before the arbitration.

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.

19) Independent Municipal Governments

- a) The Parties recognize and agree they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party.
- b) Each Party shall remain responsible for their own financial operation, the preparation of its budget, and the levying of its tax levy and other revenue sources. The Chief shall be responsible for preparing the draft of the District budget in consultation with the Board of Commissioners.
- c) Neither Party, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

20) Public Duty Doctrine

- a) 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.

21) Further Assurances

- a) In addition to the specific actions described herein, the Parties agree to take such other actions, (e.g., payroll, records transfer and employee benefit coordination) and to reasonably cooperate with each other to effectuate this Agreement.

22) Non-Waiver of Breach

- a) The failure of either Party to insist upon strict performance of any of the covenants and Agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, Agreements, or options, and the same shall be and remain in full force and effect.

23) Assignment

- a) Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

24) Compliance with Laws

- a) Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

25) Agreement Counterparts

- a) This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

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