

PS 3.7000d

## AGREEMENT

This agreement is entered into between COWLITZ COUNTY FIRE PROTECTION DISTRICT NO. 2, a municipal corporation, hereafter referred to as "District", and the CITY OF KELSO, a municipal corporation, hereafter referred to as "City".

It is acknowledged by the parties that the District has no statutory duty to provide building inspection services that might be required under the uniform fire code or any ordinances of the City and has no authority or duty to enforce any provisions of such codes or to enforce any ordinances of the City. The authority of the District to provide such services within the City is established by this agreement.

The City has been annexed into the District and the District, provides fire prevention, fire suppression, emergency medical and hazardous materials incident response services within the boundaries of the City.

This agreement is entered into by the City under the authority of RCW 35A.11.040 and the District under the authority of RCW 52.12.031 and in conformity with RCW 39.34, the Interlocal Cooperation Act.

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Effective Date and Termination Agreement.** This agreement shall be effective on January 1, 1991, and shall be automatically renewed on January 1 of each year unless written notice of termination is given by the legislative body of the District or the City Manager, to the other party prior to the first day of October of the calendar year in which this contract shall terminate.
2. **Definitions.** The following phrases as used in this agreement shall have the meanings indicated.
  - 2.1 *Advanced life support* means invasive emergency medical services requiring advance medical treatment skills as defined by chapter 18.71 RCW.
  - 2.2 *Basic life support* means noninvasive emergency medical services requiring basic medical treatment skills as defined in chapter 18.73 RCW.

3. **Services.** The District agrees to furnish the following services to the City:

- 3.1 The District agrees to furnish fire protection, basic life support and advanced life support services and hazardous materials incident first response services to all persons and property located within the City including City owned or leased real and personal properties. Such services shall be rendered on a basis equal to or greater than such protection is rendered to other 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 emergencies occurring within the City and outside of the City 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. The District, however, agrees that it will staff its headquarters station, located within the City, with full time, fully paid fire fighters. In the event that the District shall be required to dispatch such personnel to the scene of an emergency outside of the City, personnel and equipment from District stations located outside of the City limits will be immediately reassigned to the headquarters station to insure that emergency services are available within the City at all times.
- 3.2 During the term of this agreement, the District shall furnish emergency medical services within the geographical boundaries of the City and any areas that may be annexed to the City. All emergency medical services supplied by the District and the vehicles and personnel used to supply such services shall meet the statutory and regulatory requirements set forth in chapters 18.71 and 18.73 RCW and chapters 248-15 and 248-71 WAC.
- 3.3 The District agrees to provide inspection services in accordance with the uniform fire code within the City. The City shall by ordinance vest the District Chief and Fire Marshal with authority to administer and enforce the uniform fire code. The District's obligation will consist of providing the required inspections; notifying the building owners or occupants and the City Attorney of any fire code violations and of the remedial measures

necessary to affect code compliance; perform a reinspection of the facilities to determine compliance; and, if the property remains in violation of the fire code, to consult with the City Attorney, to issue citations where appropriate and provide evidence and testimony in subsequent court proceedings. All subsequent legal procedures that may be available to enforce compliance with the fire code will be the responsibility of the City Attorney.

- 3.4 Plan review services in accordance with the uniform fire code for proposed new construction.
  - 3.5 The services of the District Fire Chief and Fire Marshal who shall serve in such capacity for the City.
  - 3.6 Administration of the uniform fire code as adopted by the City.
4. **Payment by City for Services.** In exchange for the services to be supplied by the District, the City agrees as follows:
- 4.1 To pay a minimum annual fee of three hundred thousand dollars (\$300,000.00) per year during the term of this agreement. This fee is based on the level of services that the District agrees to provide under the agreement and on the physical status of the City at the time of the execution of the agreement, that is, the geographical boundaries and nature of commercial and industrial facilities within the City boundaries. The parties agree to review the District's projected budget for the following year and to negotiate any additional increase that may be necessary.
  - 4.2 In the event that the City contemplates issuing a permit for the construction of any facilities which would require the District to provide specialized equipment, services, or training not contemplated at the time of the execution of this agreement, and not within the current capabilities of the District, the annual fee will be increased by an amount to be negotiated by the parties.
  - 4.3 The annual fee shall be paid in four equal quarterly installments beginning

February 15th of each year.

- 4.4 The District is required by RCW 84.52.020 to file its budget and tax levy with the county on or before November 15th of each year. To enable the District to meet the deadline, the parties agree to commence the annual fee negotiations provided for in paragraph 4.1 and 4.2 no later than September 15th of each year.
5. **District Budget.** The proposed District annual budget shall be submitted to the City Manager three (3) weeks prior to its final adoption by the District Board of Commissioners for the Manager's review and comment. The Board of Commissioners shall review and consider any comments received from the City prior to final adoption of the budget.
6. **Enforcement of City Codes.** The City agrees during the term of this agreement to enact and enforce building and fire codes at a level at least equal to the codes and enforcement provided by Cowlitz County within the area of Cowlitz County served by the District. The City further agrees to consult with the District in the preparation and enactment of suitable water and hydrant codes relating to placement of water lines, capacity of water lines, spacing and design of hydrants and fire flow requirements. The District agrees to provide the City with its recommendations and requirements in respect to such code provisions.
7. **Police Support.** The City agrees that in the event the District shall require police assistance at the scene of any emergency within the City limits, that the City shall provide the necessary police support services if available.
8. **Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.
9. **Insurance Coverage.** The District agrees to provide insurance coverage for the station facilities owned by the District. The District agrees to provide insurance

coverage for all fire and medical service vehicles owned or operated by the District. The District further agrees to provide insurance coverage covering the actions of personnel of the District. The District agrees to include the City as an additional insured on all insurance policies covering the District's facilities and operations. The public liability insurance coverage provided by the District shall be not less than one million dollars (\$1,000,000.00), per occurrence, combined single limit.

10. **City Maps.** The City shall furnish the District a proper chart or map showing all roads and hydrants, and shall keep such map up-to-date as changes and alterations are made.
11. **City Equipment.** During the term of this agreement, the District shall have possession of and the right to the use of all City fire fighting personal property. If any items of personal property are required to be returned by the District to the City after the termination of the agreement, the return of such items shall be subject to normal wear and tear from usage. In the event that any items have been consumed or destroyed without the fault of the District during the course of this agreement, such items need not be returned. In the event that any items of such property become obsolete, or are in need of replacement, in the opinion of the District, the City shall declare such items surplus and the items shall be disposed of for the best price obtainable, in accordance with applicable statutory requirements. The funds received from the sale of the items shall be paid to the District for the purpose of applying such funds to the cost of replacement items. Replacement items purchased by the District shall constitute property of the District.
12. **Maintenance of City Equipment and Property.** All equipment (including vehicles) owned by the City and used by the District shall be reasonably maintained by the District in operable condition during their useful life; normal wear and tear and damage by the elements excepted.
13. **Equipment Location.** The District equipment listed on Exhibit "A" shall be assigned to and stationed in the District station located within the City of Kelso, when practicable, provided however, that such equipment may be used for and temporarily stationed at other locations within the District for a period not to

exceed sixty (60) days without approval of the City when deemed necessary by the Fire District administration. In the event that such District equipment shall be out of service, the District agrees to temporarily assign comparable equipment to the Kelso station as deemed necessary by the Fire District administration. The District Fire Department administration shall advise the City of any proposed permanent assignment, changes, or replacements of any equipment listed on Exhibit "A" prior to the time that the permanent change shall become effective. Such notification shall be made as soon as is practicable.

14. **Annual Report.** The District shall provide the City with an annual report of the operations of the District showing the facilities and equipment owned or operated by the District and the District personnel employed as paid or volunteer employees.
15. **Annual Meeting.** The Board of Commissioners of the District, the City Council and respective staff personnel, shall hold an annual joint meeting to review the operation of the fire department during the preceding year and to discuss the operating budget and capital improvement budget for the following year. This meeting shall be set at an agreeable time on or before June 1. The City may request special meetings of the Board of Commissioners as the need arises.
16. **Commissioner's Meetings.** The Kelso City Manager or the Manager's designee may attend all regular and special meetings of the District Board of Commissioners.
17. **Arbitration.** Any controversy which shall arise between the City and the District regarding the rights, duties or liabilities hereunder of either party shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the City, one by the District and one by the two so selected. In the event the two arbitrators are unable to agree on the third arbitrator, the selection shall be made by the Cowlitz County Superior Court. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts and in accordance with chapter 7.04 RCW.
18. **Notices.** All notices, requests, demands and other communications required by

this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

19. **Severability.** If any provision of this agreement or its application is held invalid, the remainder or the agreement or the application of the remainder of the agreement shall not be affected.

20. **Modification.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealings between the parties.

21. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

Dated: DECEMBER 11, 1990

Dated: December 12, 1990

CITY OF KELSO

COWLITZ COUNTY FIRE PROTECTION DISTRICT NO. 2

By: Donald B. Gregory  
MAYOR

By: George E. Moore  
Chair of Board of Commissioners

Attested By:

Richard Robinson  
City Clerk

By: Shirley Mendez  
Secretary

Approved as to form:

Patrick P. Borch  
City Attorney

PS: 37000d



# Cowlitz District 2 Fire Department

RESOLUTION #288 - 1990

## RESOLUTION APPROVING AGREEMENT WITH CITY OF KELSO

WHEREAS, the Board of Commissioners of Cowlitz County Fire Protection District No. 2 has reviewed the existing Agreement between the City of Kelso and the District and has concluded that it is necessary, at this time, for the proper provision of services by the District to the City that the Agreement be revised; and

WHEREAS, the District, through its personnel and attorney, has negotiated a revised Agreement with the City which should result in an improved working relationship between the two municipal corporations; and

WHEREAS, the Board of Commissioners has reviewed the proposed Agreement, finds that the terms and conditions are advantageous to the District and has concluded that it is in the best interest of the District to approve the Agreement to be effective January 1, 1991.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cowlitz County Fire Protection District No. 2 hereby approves the attached Agreement between the Fire Protection District and the City of Kelso and authorizes and directs the Chair of the Board and the Secretary of the District to execute the Agreement on behalf of the District.

ADOPTED by the Board of Commissioners of Cowlitz County Fire Protection District No. 2, at a regular open public meeting of such Board on the 12<sup>th</sup> day of December, 1990, the following Commissioners being present and voting:

*George E Moore*  
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Chairman, George E Moore

*Robert L Davidson*  
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Commissioner, Robert L Davidson

*Jack L Smith*  
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Commissioner, Jack L Smith

*Ernest S Parrott*  
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Commissioner, Ernest S Parrott

*Clyde A Peppers*  
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Commissioner, Clyde A Peppers

*Phoebe Mendez*  
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Secretary, Phoebe Mendez

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