

## **EMERGENCY SERVICES AGREEMENT**

This Agreement is entered into between YAKIMA COUNTY FIRE PROTECTION FIRE DISTRICT NO. 1, a municipal corporation, hereafter referred to as "Fire District", and the CITY OF TIETON a municipal corporation, hereafter referred to as "City".

### **RECITALS**

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the Fire District under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Fire District maintains and operates a fire department that provides fire protection and fire suppression within the Fire District.
3. The City has a need for such services and the Fire District has the ability to supply the needed services to the City.

### **AGREEMENT**

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. Services Provided By Fire District.**

**1.1** The Fire District agrees to furnish fire protection and basic life support services (including, but not limited to, fire suppression, emergency medical response, rescue, public safety education and such other usual and customary services as are provided within the Fire District as well as the administrative services necessary to support said services) to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties.

**1.2** The Fire District agrees to provide these services in such a manner as necessary to maintain the current Washington State Surveying and Rating Bureau (WSRB)'s protection class rating of the City, and work cooperatively with the City to ensure such rating is continued in the future.

**1.3** Such fire and basic life support services shall be rendered on the same basis as such protection is rendered to other areas within the Fire District or with which the Fire District has contracts, but the Fire District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous fires or medical aid calls within the City and outside of the City whereby facilities of the Fire District are taxed beyond its ability to render equal protection, the officers and agents of the Fire District shall have discretion as to which call shall be answered first. The Fire District makes no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency.

The Fire District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

**1.4** The duty of the Fire District to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the Fire District does not incur a special duty to the City, its residents or visitors.

**1.5** The Fire District agrees to house, insure for replacement value and provide regular upkeep and maintenance for all City owned apparatus and equipment in the care and custody of the Fire District including, but not limited to, the apparatus and equipment listed on Exhibit A hereto. The repair and maintenance shall include any enhancements or improvements to the City's equipment. Whenever possible, the City shall be consulted prior to undertaking such repairs in order to discuss alternative solutions. Upon termination of this agreement, the equipment along with any enhancements or improvements shall be returned to the City. The Fire District shall maintain suitable records of all services provided herein (including regular maintenance records on City owned equipment) and all inspections performed. All such records shall be available for inspection or audit by the City.

**1.5.1** Except as provided in paragraph 1.5.2 below, the Fire District shall not pay rental or lease payments to the City for the use of the equipment identified on Exhibit A.

**1.5.2** The City owned Class I fire engine housed at Highland Fire Station #2 shall remain the sole property of Tieton during the term of this agreement and the writing affixed to the apparatus identifying it as owned by the City shall remain. The Fire District may not use the apparatus as collateral for any purpose.

- 2. Performance of Services and limitations.** The Fire District agrees that, during the term of this agreement, all basic life emergency medical services supplied by the Fire District and the vehicles and personnel used to supply such services will meet the statutory and regulatory requirements set forth in Chapters 18.71 and 18.73 RCW and Chapters 248-15 and 248-17 WAC.
- 3. Payment by City.** In consideration for the services by the Fire District, the City agrees to pay the following amount which is intended to equalize the cost to residents inside the City with the costs to residents outside of the City and within the Fire District:
  - 3.1.** A sum equal to the product of the assessed valuation of taxable property and City owned property within the City limits multiplied by the tax rate actually levied by the Fire District in other portions of Yakima County within its boundaries. "*Assessed valuation*" shall be the regular assessed valuation established by the Yakima County Assessor's Office. A sample calculation is provided as an example and is attached to this Agreement as Exhibit B.
  - 3.2.** One hundred percent of the EMS levy funds the City receives from Yakima County while this Agreement remains in effect.

- 3.3. The City agrees to pay the Fire District the sums provided for in this paragraph as follows: one-twelfth of annual payment on or before the tenth of each month as invoiced by the Fire District.
- 3.4. Within the limits of the capabilities of the water system now owned and hereafter acquired by the City during the term of this agreement, the City agrees to furnish water to the Fire District as required for fighting fires both within and outside the corporate limits of the City, and the City further agrees to provide water and the use of fire hydrants for fire drills and training purposes. The Fire District shall supply the City with quarterly water-use logs showing approximate water used to aid the City in accounting for all un-metered water usage. The City shall inspect and maintain the valves and hydrants necessary for the provision of water. The cost of the water furnished to the Fire District by the City shall be credited to the amount due from the City to the Fire District as follows:
- 3.4.1 Water furnished by the City for fighting fires on property located within City limits as well as water furnished for drills and training shall be provided without cost.
- 3.4.2 Water furnished by the City for fighting fires on property located outside City limits will be billed to the Fire District at the then-current bulk water sales rate established by the City for all bulk water sales. At the time of the execution of this agreement, the City's bulk water sales rate is \$0.1498 per cubic foot. The payment shall be due and owing within 60 days of the furnishing of the water.
4. **Effective Date and Termination of Agreement.** This agreement shall be effective on May 1, 2010 and shall continue until the effective date of the City's annexation into the Fire District or until either party shall give to the other 360 days advance written notice of termination.
5. **Property ownership.**
- 5.1. **Future Acquisitions.** All property acquired after the execution of this agreement to perform the services required under this agreement shall be the property of the Fire District in the event of the termination of this agreement.
- 5.2. **Joint Acquisitions.** This Agreement does not provide for joint acquisitions of property and any such future joint acquisitions shall be addressed by addendum to this Agreement or by separate agreement.
6. **Property Insurance.** Except as provided in paragraph 1.5 above, each party shall provide insurance coverage for all facilities and equipment currently owned or hereafter purchased by such party and used under the terms of this agreement.
7. **Liability Insurance.** Each party agrees to carry at all times during the term of this agreement, liability insurance coverage in the minimum amount of \$10,000,000.00 covering each party for all activities of the employees, volunteers and officials of each party relating to

the performance of this agreement. Both parties agree to name the other party as an additional insured on such policy.

**8. Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its employees, volunteers, officials and agents that occur or arise in any way out of the performance of this contract by its employees, volunteers, officials and agents only and to indemnify and hold the other party and its employees, volunteers, officials and agents 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 employees, volunteers, officials and agents relating to the performance of this contract. This indemnity and hold harmless shall include any claim made against either party by an employee of the party, even if the party is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. This limited waiver of immunity has been mutually negotiated.

**9. Miscellaneous:**

**9.1. 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.

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

**9.3. 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 dealing between the parties.

**9.4. 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.

**9.5. Litigation.** In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

**9.6. Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.

DATED: MAY 10, 2010

CITY OF TIETON

By:   
Mayor

Attest:   
City Clerk


DATED: MAY 10, 2010

YAKIMA COUNTY FIRE PROTECTION  
FIRE DISTRICT NO. 1

By:   
Commissioner

By:   
Commissioner

By:   
Commissioner

Attest:   
District Secretary

**EXHIBIT A**  
**Property Owned by City to be used by Fire District**

\*\* Tieton inventory of apparatus and equipment is complete but needs verification by Tieton and YCFD#1 prior to publishing.

**EXHIBIT B**

**2010 ASSESSMENT CALCULATION**

1	2010 assessed value of all real property within City limits	\$ 59,704,931
2	Fire District's 2010 regular property tax levy rate	\$ .8017 per \$1,000 AV
3	2010 Emergency medical Services levy proceeds	\$ 14,822
4	2010 City reimbursement to YCFD#1 <i>(May thru December)</i>	\$41,791.63
5	<b>2010 City monthly assessment <i>(May thru December)</i></b>	<b>\$5,223.95</b>

ORDINANCE NO. 631

AN ORDINANCE OF THE CITY OF TIETON, YAKIMA COUNTY, WASHINGTON, STATING THE INTENT OF THE CITY COUNCIL TO ANNEX INTO AND JOIN YAKIMA COUNTY FIRE PROTECTION DISTRICT #1 IN ACCORDANCE WITH RCW 52.04.061 THROUGH .131 TO CONTINUE PROVIDING FOR FIRE PREVENTION, FIRE SUPPRESSION, EMERGENCY MEDICAL AND HAZARDOUS MATERIAL INCIDENT RESPONSE SERVICES WITHIN THE CITY

*WHEREAS*, The City Council of the City of Tieton finds that it is essential and necessary for the protection of the health, life and property of the residents of the City and that it is in the public interest of the residents of the City that the City annex to and become part of Yakima County Fire Protection District #1 in accordance with RCW 52.04.061 through .131, and

*WHEREAS*, The City qualifies to annex to Yakima County Fire Protection District #1 since the City is contiguous to and surrounded by Yakima County Fire Protection District #1 and the City presently has a population of less than 100,000 persons, and

*WHEREAS*, The City of Tieton presently maintains its own fire department but does not provide emergency medical service which are currently provided by Yakima County Fire Protection District #1 in the City; now, therefore:

**NOW THEREFORE, the City Council of the City Of Tieton do ordain as follows:**

Section 1. It is hereby declared to be the intent of the City Council as legislative authority of the City to join Yakima County Fire Protection District #1 and to be annexed to such Fire Protection District in accordance with RCW 52.04.061 through .131, and

The City Clerk is hereby authorized and directed to notify the Board of Commissioners of Yakima County Fire Protection #1 of its above stated intention and to request its concurrence in the annexation.

Section 2. Severability: If any provision of this Ordinance or its application to any person or circumstances is held to be invalid the remainder of this Ordinance or the application of the provisions to other persons or circumstances, shall not be affected.

Section 3. This ordinance shall be in full force and effect five (days) after passage, approval and publication according to law.

**PASSED BY** the City Council of the City of Tieton this 12<sup>th</sup> day of July, 2010 and signed in authentication thereof this 13<sup>th</sup> day of July, 2010.

By: \_\_\_\_\_  
Stanley R. Hall, Mayor

ATTEST:

By: \_\_\_\_\_  
Fred Muñoz, Clerk/Treasurer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kevin Naught, City Attorney