

INTERLOCAL AGREEMENT FOR FIRE PROTECTION, EMERGENCY MEDICAL SERVICES, AND USE OF FIRE STATION

This Interlocal Agreement (Agreement) is made and entered into this 16th day of December, 2014, by and between the Town of South Prairie, a municipal corporation in Pierce County, Washington (Town), and East Pierce Fire and Rescue, a municipal corporation in Pierce County, Washington (District). The Town and District shall hereinafter also generically be referred to as "Party" or "Parties."

WHEREAS, the District provides fire suppression and emergency medical services for a portion of Pierce County, and—pursuant to contract—has historically provided such services for the Town; and

WHEREAS, the Parties wish to continue their agreement for such services and recognize the consideration provided by and between the Parties; and

WHEREAS, the District's jurisdictional boundaries adjoin those of the Town and are contiguous; and

WHEREAS, the Parties have agreed upon certain terms and conditions under which the District shall be the sole provider of fire protection and emergency medical services (EMS) to the Town for the benefit of the Properties located within the corporate limits of the Town; and

WHEREAS, the Parties recognize the existence and effect of Town Resolution No. 236, an Interlocal Cooperation Agreement entered into by the Parties on October 15, 2003 for the provision of fire code inspection services and related services to be performed by the District within the corporate limits of the Town.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided and pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and RCW 52.12.031, the Parties hereby recite, covenant, and agree as follows:

1. Terms of Agreement. This Agreement shall apply retroactively to January 1, 2014 and continue until December 31, 2018. This Agreement shall automatically renew for five year terms unless the Agreement is terminated or amended by the Parties as hereinafter provided.

2. Termination and Amendment. During the last six months of the term of the Agreement the parties may review the Agreement and renegotiate any renewal of the Agreement. This Agreement may be terminated by either party in writing at least twelve (12) months prior to the proposed termination date. Any earlier purported termination shall be only for good cause, and shall be subject to the alternative dispute provisions provided herein.

3. Duties and Responsibilities. During the term of this Agreement, the District shall provide fire suppression, fire protection, and emergency medical services within the corporate limits of the Town at the same level of service provided elsewhere in the District.

4. Inspection and Investigation Services. The Parties incorporate by reference Town Resolution No. 236 and the Parties' Interlocal Cooperation Agreement regarding the provision of fire code inspection and related services to the Town and attached as Exhibit A.

5. Payment for Services. For the services discussed in Paragraph 3, the Town agrees to provide the following consideration:

a. The Town shall endeavor to levy the maximum rate for EMS services that the District is collecting, not to exceed \$.50 per thousand of assessed valuation of all properties situated within the corporate limits of the Town, as collected by the Town through property taxes. Both the Town and the District agree they will put the EMS Levy before their respective voters every six (6) years or ten (10) years pursuant to RCW 84.52.069(2)(a). All EMS levy funds collected by the Town or on its behalf, shall be paid over to the District in two semi-annual payments, as collected on or before June 30, and on or before December 31, of each year this Agreement is in effect. Should the District place before its voters and pass an EMS levy rate change, and the Town's voters do not pass an EMS levy rate change, the amount paid to the District will be the amount collected from property taxes using the formula obtained from the Pierce County Assessor-Treasurer and will not include the increased amount or rate not approved by the Town's voters.

b. The Town shall pay for fire suppression and fire services by paying over to the District, for services rendered, at the rate not to exceed \$1.50 per thousand of assessed valuation of all properties situated within the corporate limits of the Town, as collected by the Town through property taxes. This rate matches the District's current rate of \$1.50 per thousand of assessed valuation of all properties situated with the District. Payment for fire suppression and fire services shall be paid, as collected, over to the District in two semi-annual payments, on or before June 30, and on or before December 31, of each year this Agreement is in effect. Should the District place before its voters and pass a general levy rate change, the Town shall endeavor to pass the general levy rate change. Should the Town's voters not pass the general levy rate change, the amount paid to the District will be the amount collected from property taxes using the formula obtained by the Pierce County Assessor-Treasurer and will not include the amount or rate not approved by the Town's voters.

c. The amounts for the 2014 year will not include any Operations & Maintenance Levy increases.

6. Lease of Fire Station.

a. During the term of this Agreement, and all extensions hereto, the Town agrees to lease, in consideration of the foregoing, the South Prairie Fire Station to the District. The District shall pay to the Town annual rent in the amount of \$17,000.00 in two equal installments on January 1, and July 1, of each year this Agreement is in effect. Ownership of the South Prairie Fire station shall remain with the Town.

b. The District has inspected the South Prairie Fire Station and accepts the same in its present condition.

c. The District shall be responsible and liable for ninety (90) percent of the utility and service costs associated with the South Prairie Fire Station/Community Center (including but not limited to, water, sewer and electricity).

d. The District shall be responsible for maintaining the interior of the South Prairie Fire Station portion of the building and the South Prairie Fire Station's exterior grounds in a neat, clean, attractive, and sanitary condition. The District shall maintain the South Prairie Fire Station in good condition and shall perform light maintenance and repairs in accordance with all applicable codes, rules, and regulations.

e. The Town shall be responsible for maintaining the South Prairie Community Center and its respective grounds, and shall be responsible for major structural repairs to the South Prairie Fire Station/Community Center.

7. Apparatus. The Town's 1995 International Fire Engine (20-12) and all associated equipment shall be used, maintained and operated by the District from the South Prairie Fire Station in accordance with all applicable laws, rules and regulations and remain housed in the South Prairie Fire Station.

8. Antique Fire Engine. The Town's 1929 Howard Cooper Fire Engine and all associated equipment shall be used, maintained, operated by the District in accordance with all applicable laws, rules, and regulations and remain housed in the South Prairie Fire Station. Such use and operation shall be limited to displays, parades, and other public education events. The District is responsible for transporting the 1929 Howard Cooper to and from any event.

9. Insurance.

a. The District shall provide comprehensive liability coverage for all District personnel and District Equipment while responding to fire suppression and/or emergency medical service calls within the Town or District boundaries and the use of the Town's 1929 Howard Cooper. The District shall be named as an additional insured for the use of the of the Town's 1995 International Fire Engine (20-12).

b. The District and Town shall each provide insurance on all property to which title is retained.

10. Fire Station Addition. The District completed an addition to the South Prairie Fire Station at its own expense in 1995. In the event the Town terminates the District's use of the South Prairie Fire Station prior to January 1, 2015, the Town shall repay the District \$4,400.00, prorated from the date of termination to January 1, 2015.

11. Notices. All notices called for herein shall be placed in writing and directed to the other Party at the following addresses by certified mail, return receipt requested:

East Pierce Fire & Rescue

18421 Veterans Memorial Drive East, Suite F
Bonney Lake, Washington 98391

Town of South Prairie
P.O. Box 870
South Prairie, Washington 98385

12. **Dispute Resolution.**

a. Pre-Mediation/Arbitration Attempt at Settlement. Before proceeding to mediation or arbitration as set forth herein, an aggrieved party who believes the other is in breach of the terms of this agreement shall first notify the other party in writing of the exact nature of each alleged breach committed by that party. The party receiving notice shall then be provided fifteen (15) days, after receipt of the notice to cure the same or otherwise reach a written settlement agreement with the other party. If the alleged breach may not reasonably be cured with fifteen (15) days, the parties may extend that time period upon written agreement.

b. Mediation. If any dispute is not resolved pursuant to Subsection a. of Paragraph 12, the parties agree to first engage in non-binding mediation to facilitate settlement.

c. Arbitration. If mediation is unsuccessful, the Parties agree to submit such dispute(s) to binding arbitration through a dispute resolution service acceptable to both parties. The arbitration shall be commenced by delivery of a written demand for arbitration from one party to the other that includes a detailed statement of the basis of the dispute and the previous attempts to resolve the dispute in accordance with Subsections a. and b. of Paragraph 12. Within five (5) business days of the date of the delivery of such demand, each party shall designate a representative. Those two representatives shall attempt to agree on the selection of the arbitrator. If, within ten (10) business days of the designation of the two representatives (or the expiration of the time for designation of representative, whichever occurs first), the two representatives have failed to reach agreement on the arbitrator, then either party may on five (5) business days written notice to the other party, request the presiding department of the Pierce County Superior Court to designate the arbitrator. Each party shall bear its own costs and attorney fees in the event of mediation, arbitration, and/or application for appointment of an arbitrator by the Superior Court. The arbitrator's fees shall be born equally by the Parties. The award rendered by the arbitrator shall be filed in the Pierce County Superior Court with the resulting Judgment filed in accordance with the provisions of the Uniform Arbitration Act. The decision of the arbitrator, or any portion thereof, may be appealed by an aggrieved party pursuant to the provisions of the Uniform Arbitration Act.

13. **Indemnification and Hold Harmless.**

a. The District agrees to and shall hold harmless and indemnify the Town, its employees, agents, representative, volunteers, and council members, from and against all liability and damages, and claims of such liability and damages, arising out of or in connection with the

District's performance of services, duties, obligations, and responsibilities called for in this Agreement.

b. The Town agrees to and shall hold harmless and indemnify the District, its employees, agents, representatives, volunteers and commissioners, from and against all liability and damages, and claims of such liability and damages, arising out of or in connection with the Town's performance of services, duties, obligations, and responsibilities called for in this Agreement.

14. Third Party Beneficiaries. This agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, directly or implied, on any third persons.

15. Modification. No change, modifications, or amendment shall be valid unless made in writing, properly agreed to, and signed by both parties.

16. Interpretation. The Parties had the opportunity to seek legal advice throughout the preparation and negotiation of this Agreement. The Parties prepared this Agreement together and had the opportunity to propose changes to any and all portions of this Agreement. Accordingly, the Parties intend that this Agreement should be construed as jointly prepared and that any ambiguity should not be construed against either party.

17. Complete Agreement. This instrument constitutes the entire Agreement between the parties and shall supersede all prior Agreements, provided that this Agreement does not modify or affect in any way Town Resolution No. 236 and the Parties' Interlocal Cooperation Agreement regarding the provision of fire code inspection and related services to the Town and attached as Exhibit A and the previous agreement between the Parties relating to the addition to the Fire Station improvement financed by the District, for which the Town will continue to reimburse the District.

18. Severability. If any provisions of this Agreement or its application are held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

19. Successors and Assigns. If either party to this Agreement ceases to exist by reason of merger, dissolution, disincorporation, annexation, or any other such corporate change of form, and if there is a successor corporation or entity surviving the merger, dissolution, disincorporation, annexation, or otherwise to which the rights or duties of either contracting party are assignable, then the terms and provisions of this Interlocal Agreement are deemed to apply to that successor/assignee, so long as the applicable laws of the State of Washington allow such successor/assignee to assume those duties and responsibilities.

East Pierce Fire and Rescue

Alde J. Mitchell
Chairman

Karlyne McDinnis
Commissioner

Jim Gill
Commissioner

JD Russ
Commissioner

JD Mann
Commissioner

Ken Schleg
Commissioner

Elvonn M. Egan
Commissioner

Town of South Prairie

Anthony Caldwell
Mayor

ATTEST:

By: Michelle Hallon
District Secretary

APPROVED AS TO FORM:

By: Joseph F. Quinn
Joseph F. Quinn, WSBA #6810
Attorney for District

APPROVED AS TO FORM:

By: Mark Orthmann
Jay Schuttein
Mark Orthmann, WSBA# 46395
Town Attorney

RESOLUTION NO. 335

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTH PRAIRIE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH EAST PIERCE FIRE AND RESCUE FOR FIRE PROTECTION, EMERGENCY MEDICAL SERVICES, AND USE OF FIRE STATION

WHEREAS, the Town requires fire protection and emergency medical services; and

WHEREAS, East Pierce Fire and Rescue has historically provided such services to the Town pursuant to contract; and

WHEREAS, the Town wishes to continue receiving such services from East Pierce Fire and Rescue; and

WHEREAS, the Town Council authorizes the expenditure of funds for such fire protection and emergency medical services identified in the attached interlocal agreement.

NOW, THEREFORE, be it resolved by the Council of the Town of South Prairie that the Mayor is authorized to sign the interlocal agreement attached to this resolution and incorporated herein by reference.

PASSED IN REGULAR AND OPEN SESSION this 13th day of January 2015

Anthony Caldwell

Mayor Anthony Caldwell
INTRODUCED 1/13/2015
PASSED 1/13/2015
APPROVED 1/13/2015
PUBLISHED 1/23/2015

Attest:

Marla Nevill

Marla Nevill, Town Clerk/Treasurer

