

FIRE DEPARTMENT SERVICES AGREEMENT

This Agreement is entered into between CLARK COUNTY FIRE PROTECTION DISTRICT NO. 5, a municipal corporation, referred to as "District", and the CITY OF VANCOUVER, a Charter City of the first class municipal corporation, referred to as "City".

This Agreement is entered into by the City and the District under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.

The parties are currently operating Fire Department services under a Consolidation and Joint Operation Agreement dated March 7, 1994. As a result of recent annexations and planned annexations of portions of the District by the City under the Growth Management Act, the parties desire to replace the existing Agreement with this Agreement.

The parties recognized in the prior Agreement that annexations of the District territory by the City would result in the reduction of the tax base of the District and in the transfer of District assets to the City. The parties also recognize that eventually the voters of the District, under RCW 35.02.190, could require the City to assume responsibility for the provision of fire protection and for the operation and maintenance of the property, facilities and equipment of the District upon payment of a reasonable fee for services provided by the City.

The parties are of the opinion that it is in the best interests of the parties, their taxpayers, property owners and residents to provide by negotiation for the transfer of District assets to the City and the transfer of the responsibility to provide Fire Department services by the City to the District under terms and conditions that will ensure the highest level of emergency and public services in both the District and the City.

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. **Term.** This Agreement shall be effective on December 23, 1998 and shall continue until the District no longer exists as a municipal corporation.
2. **Services.** The City Fire Department shall continue to provide the same levels of specific service set forth in paragraph 8 and Appendix A of the 1994 Agreement referenced above which provisions are attached hereto and incorporated herein as Exhibit "A" to this Agreement.
3. **Comprehensive Plan.** The parties have developed a Comprehensive Plan for service to the District and the areas of the District annexed to the City. The District's action in entering into this Agreement has been taken in reliance on the

Plan. It is the intent that the services of the Fire Department are to be provided in accordance with the Fire Department Comprehensive Plan and any future amendments to the Plan. The Parties recognize, however, that implementation of the Plan is dependent on the revenue available to the City. The City shall use the Plan as a guideline for future City actions, shall periodically review the Plan no less than every five years, shall form a citizens' committee to provide input to the Plan and shall consult with the District Board of Commissioners before any changes are made to the Plan.

4. **Service Area.** The service area in which the Fire Department is required to provide services under this Agreement includes that area as shown on Exhibit "B" attached hereto and all areas subsequently annexed to the City.
5. **Special Revenue Fund.** The City shall maintain a special revenue fund to be used for the collection of all revenue and solely for the payment of all operating costs of the Fire Department. Any surplus in the special revenue fund will remain in the fund and will be restricted for use for Fire Department purposes.
6. **Funding of Special Revenue Fund.** The District agrees to partially fund the operations of the Fire Department under the following provisions, with the balance of the funding to be provided by the City. The District agrees to levy regular real property taxes, as determined by the Board of Commissioners, on taxable property located within the District. From the annual revenue received by the District from tax levies, contracts and all other sources, the District shall retain sufficient funds for the payment of the following District operating expenses:
 - 6.1 Commissioners' fees pursuant to RCW 52.14.010.
 - 6.2 Membership fees for state and local municipal corporation associations and commissioners' associations.
 - 6.3 Commissioners' travel expenses and expenses incurred in attending meetings, legislative and administrative hearings and all other such functions.
 - 6.4 Attorneys, accountants, auditors and investment officers' fees and costs.
 - 6.5 Election expenses.
 - 6.6 Such other reasonable and necessary expenses as may be incurred from time to time by the District and its Board of Commissioners.
 - 6.7 Employment costs for the District employee so long as such employment is required.

- 6.8 Insurance costs for the insurance coverages listed in paragraph 12.
- 6.9 The total amount retained each year in the expense fund by the District to pay operating expenses shall not exceed the expenses budgeted by the District for the year without the approval of the City.
- 6.10 Each calendar year, the District shall retain all of the revenues collected until the limit specified above is reached. As soon as the limit is reached, the District shall transfer all additional revenue to the City Fire Department Special Revenue Fund within thirty days of the end of each month.
7. **District Employee.** To qualify for the fifty cent tax levy authorized by RCW 52.16.160, the District shall employ one full time, fully paid employee. The nature of the position to be filled and the job description of the position shall be established by the Board of Commissioners on the recommendation of the Fire Department Chief. The employee shall be selected by a representative of the Board of Commissioners and the Chief in accordance with the standards established by the Board of Commissioners and shall report to and act under the supervision of the Chief or the Chief's designee. In the event it becomes economically not feasible to maintain the District employee because of District revenue, the position shall be terminated and the employee transferred to City employment. In that event, the City shall provide the required secretary services. In the event the statutory requirement for an employee is removed, the City agrees to employ the District employee. Any such transfer of employment as described above shall be administered in the same manner and under the same provisions as a Clark County employee transferring to the City.
8. **Office Facilities.** The District shall retain the right to use station facilities for meetings and activities of the Board of Commissioners, storage of District records and for the use of the District secretary. The use of the station by the District shall not interfere with the operations of the Fire Department.
9. **District Planning.** The City shall provide the Board with a monthly written report of Fire Department activities within the District. The Chief of the Fire Department and the Board of Commissioners shall annually review and evaluate the Fire Department operations conducted in the District. The review shall include the effect of new construction and development in the District and the need, if any, for additional facilities, equipment and personnel for service to the District.
10. **Transfer of Assets.** The District agrees, after the execution of this Agreement, to transfer to the City Fire Department all of the assets currently owned by the District except for a reserve in the amount of \$400,000 plus interest earnings subject to the following terms and conditions:

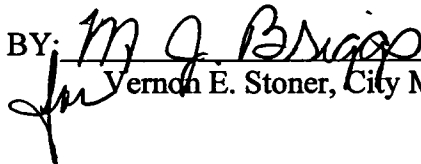
- 10.1 The assets shall be transferred in their present condition with no express or implied warranties by the District of any nature unless the assets are covered by a manufacturer or builder warranty which shall be transferred to the City since the asset transfer results from statutory requirements and does not constitute a sale.
- 10.2 The assets shall be transferred under the condition that they are to be used for Fire Department services and in the event any asset is not needed by the Fire Department, that the proceeds received from the sale of the asset shall be credited to the Fire Department Fund to be used for Fire Department purposes.
- 10.3 The funds that are to be transferred to the City from the District Reserve Fund have been allocated to the cost of the purchase of real property and for the construction of a station to replace station 87. The City shall retain the earmarked funds in a Capital Fund and shall use the funds only for the purpose for which they have been allocated. It is the intent of the Parties that the station shall be constructed and staffed by the City in accordance with the Comprehensive Plan as described in Paragraph 3 . It is recognized by the Parties, however, that the construction and staffing by the City are dependent on the availability of adequate funding.
11. **Failure to Provide Services.** In the event the City becomes unable to provide the services to the District contemplated by this Agreement, the City shall restore to the District sufficient assets or funds to enable the District to contract for or to provide a reasonable level of Fire Department services in the then existing District.
12. **Insurance.** The District shall maintain liability insurance coverage for the actions of its Board of Commissioners and employees including coverage for operation of personal automobiles when on District business, errors and omissions coverage for the Board of Commissioners and employment practices coverage.
13. **Hold Harmless.** 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 Agreement 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 Agreement.
14. **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

prepaid 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.

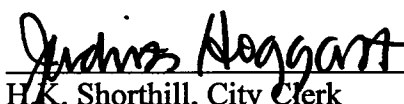
15. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.
16. **Modification.** This Agreement represents the entire Agreement between the parties. No change, 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.
17. **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.
18. **Arbitration.** Any controversy which shall arise between the City and the District regarding the rights, duties or liabilities under this Agreement 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 thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the state of Washington as applied to the facts found by the arbitrator or arbitrators with the costs of administration and arbitrator's fees to be divided equally between the parties.

Dated: December 22, 1997

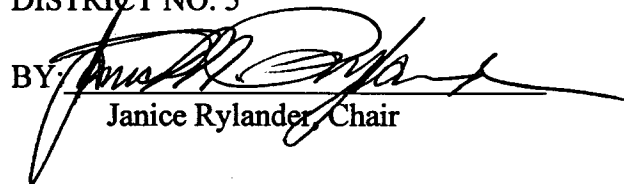
CITY OF VANCOUVER

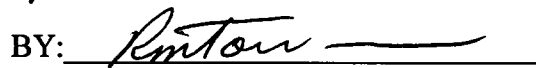
BY: 
Vernon E. Stoner, City Manager

ATTEST:


H.K. Shorthill, City Clerk
Deputy City Clerk

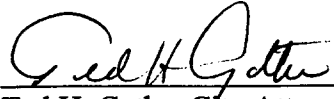
CLARK COUNTY FIRE PROTECTION
DISTRICT NO. 5

BY: 
Janice Rylander, Chair

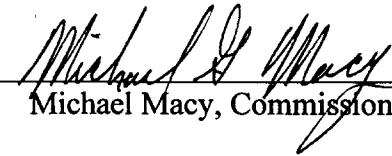
BY: 
Robert Torrens, Commissioner

BY: 
Eugene Hapala, Commissioner


APPROVED AS TO FORM:



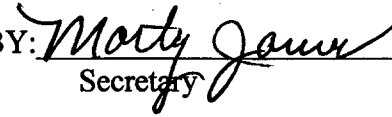
Ted H. Gathe, City Attorney

BY: 

Michael Macy, Commissioner

BY: 

Conrad Geiger, Commissioner

BY: 

Secretary

H:\thg\agr\fire dept

Appendix "A"

Response Guidelines

Structure Fires: Staffing will be sufficient to permit immediate dispatch of at least 3 fire suppression units, each staffed with a minimum of 3 fire suppression personnel, and at least 1 command unit, staffed by a minimum of 1 officer.

EMS: Staffing will be sufficient to permit paramedics to be assigned to four units serving the District. The assignments will permit the immediate dispatch of a paramedic unit to EMS calls in the District.

Paramedic Service

The Consolidated Fire Department shall maintain 4 (four) paramedics on duty per shift serving the District.

Volunteers

The volunteer force will be trained and maintained to an operable level in accordance with, at a minimum, the recognized standards established by the District Board. The volunteers shall be directed by the Fire Chief or his designee. The District agrees to provide reasonable assistance in recruiting volunteer firefighters.

Hazardous Materials

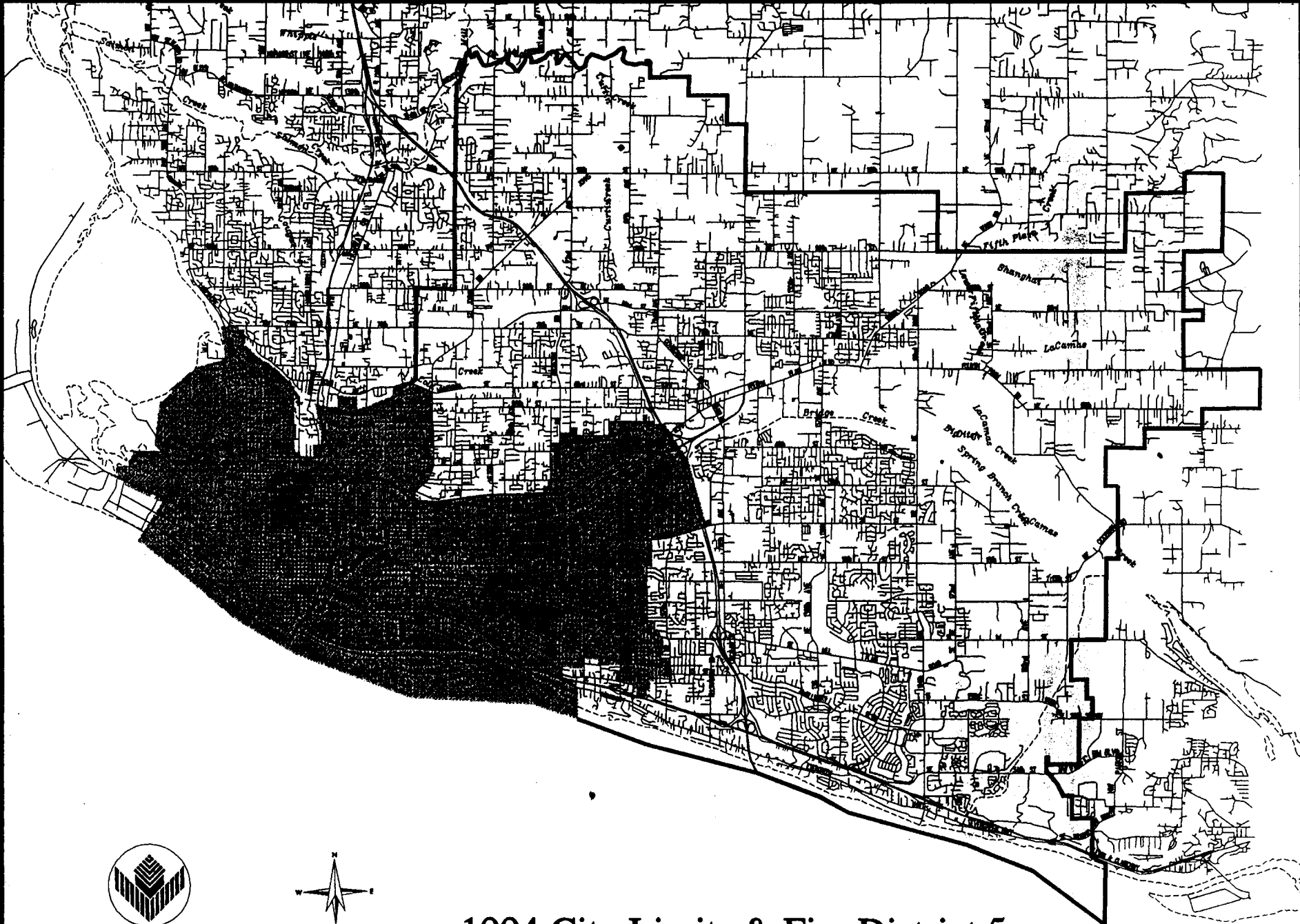
The Consolidated Fire Department shall maintain 16 team members on the hazardous materials team and shall meet NFPA standards. The Consolidated Fire Department shall also honor current contracts in effect with other Clark County agencies for Hazardous Materials responses.

Fire Prevention

The Consolidated Fire Department shall provide for fire prevention inspections and code enforcement in the District as provided for in the Uniform Fire Code.

Citizen Education Programs

The Consolidated Fire Department shall provide to the citizens of the District education programs in fire and life safety, first aid and CPR at least comparable in scope, quality, and frequency to those currently in place.



The City of
Vancouver



Not to Scale

1994 City Limits & Fire District 5