

PS 3.7100

Yelm

FIRE AND EMERGENCY MEDICAL PROTECTION AGREEMENT

This Agreement is entered into between **YELM FIRE DISTRICT 2**, a municipal corporation, hereafter referred to as "**District**", and the **CITY OF YELM**, a municipal corporation, hereafter referred to as "**City**". For the purpose of this agreement, the geography description of the District includes the city limits of the City of Yelm, unless otherwise specifically stated.

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 chapter 39.34 RCW, 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. **Administration.** The administration of the facilities and personnel necessary to carry out the purpose of this Agreement shall be conducted by the Fire Chief of the District.
2. **Term.** This Agreement shall be effective on June 1, 2002, and shall continue until either party shall give to the other 12 months written notice of termination.
3. **District Services.**
 - a. The District shall respond to all fire, rescue and emergency medical alarms within the City, perform fire prevention, fire investigation, public education, community services and such other usual and customary services as are provided within the District. The District shall also assist with plan reviews as requested by the City.
 - b. The District agrees to provide the services listed above in such a manner as necessary to maintain the current I.S.O. protection class rating of the City, and work cooperatively with the City to ensure such rating is continued and potentially improved in the future.
 - c. It is specifically understood and agreed by the City that the District may, in responding to specific incidents or requests for assistance, rely on support provided through mutual aid or Interlocal cooperation agreements in addition to its own personnel, vehicles and equipment. In the event of simultaneous fires or medical aid calls within the District whereby response resources 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.
 - d. The duty of the 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 District does not incur a special duty to the City.
4. **Service Levels.** The City and the District shall periodically review the service levels and determine if the current level of services shall be maintained or changed. Subsequent discussions between the District and the City shall be held as needed as agreed upon by both parties.

5. **Performance of Services.** The District agrees that during the term of this Agreement, all emergency medical services supplied by the District and the vehicles and personnel used to supply such services will meet the statutory and regulatory requirements set forth in Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC. Additionally, the District will continue its efforts toward meeting the Nationally recognized and State mandated standards for fire protection and EMS services as outlined in the District's strategic plan.
6. **Payment by City for Services.** In exchange for the rendition of services by the District, as set forth in this Agreement, the City agrees, beginning on July 1, 2002, to pay annually to the District an amount as follows:
 - a. For the purposes of this agreement, the 2001 per capita amount of \$63.62 will be used as a base and subsequent year's calculations, shall not fall below this amount, unless otherwise agreed upon by both parties as per Section 17.
 - b. To determine the City's fee for the upcoming calendar year, the prior year's District levy collections (from all those outside of the City) will be divided by the same year's District population (not including City residents) to determine a per capita amount that District residents pay for service.
 - c. The prior year City contract amount to the District shall be divided by the City population to determine the City per capita amount.
 - d. The per capita amounts will then be equalized to the higher of the two and the City contract amount will be determined by taking the City population and multiplying it times the higher of the 2 per capita amounts. This determines the City fee for service as outlined in this agreement for the upcoming calendar year.
 - e. The District levy collection amount will be taken from the Thurston County Assessor's certified tax collection statement. The population numbers will be taken from the State of Washington Office of Financial Management certified population amounts provided by Thurston Regional Planning Council.
 - f. The amount determined pursuant to the proceeding formula shall be billed by the District and paid in equal quarterly installments each year during the term of this agreement and any and all extensions thereof. Monetary payments shall be made no later than March 31, June 30, September 30 and December 31 of each year.

The intent of this formula is to equalize the cost per capita both inside the City of Yelm and the District on an annual basis. A sample calculation is provided as an example and is attached to this Agreement as Exhibit 1.

7. **Code Enforcement.** The City recognizes that the District has no authority to enforce any ordinances or codes enacted by the City, including fire codes and building codes and the inspections required under such codes. The City agrees, during the term of this Agreement, to enforce the building and fire codes.
8. **Limitation of Code Enforcement Services.** It is acknowledged by the parties that the District has assumed no duty to provide building inspection services that might be required under the Uniform Fire Code or any ordinance of the City. It is further acknowledged that the

parties recognize that the District, by statute, has no authority or duty to enforce any provisions of such code or to enforce any ordinances of the City

9. **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
10. **Maps.** The City shall furnish the District maps showing all roads and hydrants, and shall keep such map up-to-date as changes and alterations are made.
11. **Water Supply.**
 - a. It shall be the City's responsibility to insure that water supply facilities within the Yelm water system are available and in an operable condition at all times.
 - b. The City agrees to notify the District of the completion of new extensions and upgrades to the water system.
 - c. The City agrees to coordinate the installation of locking systems of all hydrants with the District.
 - d. In the event that the City shall, for any reason, reduce or interrupt the flow of water to any fire hydrant on the City water system, the City agrees to notify the District as early as possible prior to such reduction or interruption.
 - e. Within the limits of the capabilities of the water system now owned and hereafter acquired by the City during the term of this agreement, City agrees to furnish water, at no cost to the District as required for fighting fires both within and outside the corporate limits of the City of Yelm, and City further agrees to provide water and use of fire hydrants, at no cost, for fire drills and training purposes.
12. **Reports.**
 - a. The District agrees to provide the City an annual report on statistics related to fire and emergency medical services indicating the number and nature of responses by the District within the City (the monthly report will indicate as much as possible, the determination of whether the person is a City resident or not); public education and fire prevention programs currently in place and planned for the future; and other community services provided or planned. The City will be allowed to offer input on the services and if any enhancements or changes are proposed, they must be mutually agreed upon by both parties.
 - b. The District shall supply the City with monthly water-use logs showing approximate water used, to aid the City in accounting for all un-metered water usage. The City and District will jointly discuss the water-use logs to recommend conservation measures and use patterns of the water.
13. **Liability.** The District shall, at all times, be solely responsible and liable 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 City 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 District's personnel relating to the performance of this contract.

14. **Insurance.** The District agrees to carry at all times during the term of this Agreement, liability insurance coverage in the amount of \$3,000,000.00 covering the District and the City for all activities of the employees of the District relating to the performance of this Agreement.
15. **Notification.** The City agrees to notify the District by telephone and in writing in the event the City shall make any changes in the road or street network within the City, shall temporarily or permanently close any road or street to vehicular traffic or shall become aware of any changes or interruptions in the water service to any area within the City.
16. **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.
17. **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.
18. **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.
19. **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.

IN WITNESS WHEREOF, each of the parties hereto have caused his agreement to be duly executed for and on its behalf by its authorized representatives to be effective the day and year first above written.

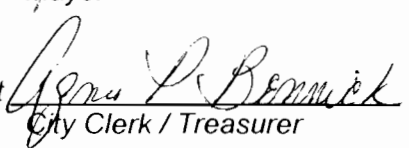
CITY OF YELM

By



Mayor


Attest



City Clerk / Treasurer


YELM FIRE DISTRICT

By



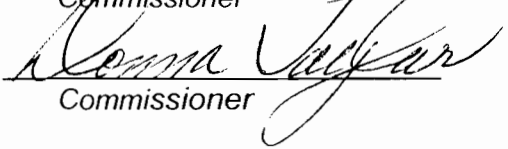
Commissioner

By



Commissioner

By



Commissioner

EXHIBIT 1 – Example of Funding Formula City of Yelm/Fire District Agreement

This formula uses a formula that equalizes the cost “per person” recognizing that fire service is a “people” service. To establish the City’s initial base fee for the year 2002, the following formula is used:

2001 Fire District levy collections (from all people outside of the City)	= \$557,872.49
divided by the District 2001 population of 8,769	= \$ 63.62 p/capita
2001 City Contract amount	= \$176,479
divided by City 2001 population of 3,420	= \$ 51.60 p/capita
2002 City Contract amount after equalizing the p/capita amount	= \$217,580.40

The year 2002 contract amount would be (\$176,479 divided by 12 multiplied by 5 months for the period 1-1-02/5-31-02 = \$73,532.92 + \$217,580.40 divided by 12 multiplied by 7 months for the period 6-1-02/12-31-02 = \$126,921.90 **\$200,454.82.**

To establish the fee for year 2003, the following is provided for illustrative purposes only until actual population numbers are known:

2002 Fire District levy collections	= \$577,169
divided by the District 2002 population of 9,032 (estimated at 3% increase over 2001)	= \$ 63.90 p/capita
2002 City Contract amount	= \$217,580.40
divided by the City 2002 population of 3,522 (estimated at 3% increase over 2001)	= \$ 61.78 p/capita
2003 City Contract amount after equalizing the p/capita amount 3,522 population X \$63.90 p/capita	= <u>\$225,055.80</u>