

AGENDA
CITY OF STEVENSON COUNCIL MEETING
November 07, 2023
6:00 PM, City Hall and Remote

Call-in numbers 253-215-8782, 669-900-6833, 346-248-7799, 312-626-6799, 929-205-6099 or
301-715-8592, Meeting ID 889 7550 7011, Zoom link
<https://us02web.zoom.us/j/88975507011> or via YouTube at
<https://www.youtube.com/channel/UC4k9bA0IEvsF6PSoDwjJvA/>

Items with an asterisk (*) have been added or modified after the initial draft publication of the Agenda.

1. CALL TO ORDER: Mayor to call the meeting to order.

2. PUBLIC COMMENTS: *[This is an opportunity for members of the audience to address the Council. If you wish to address the Council, please sign in to be recognized by the Mayor. Comments are limited to three minutes per speaker. The Mayor may extend or further limit these time periods at his discretion. The Mayor may allow citizens to comment on individual agenda items outside of the public comment period at his discretion. Please submit written comments to City Hall in person at 7121 E. Loop Rd, via mail to PO Box 371, Stevenson, WA 98648 or via email to leana@ci.stevenson.wa.us by noon the day of the meeting for inclusion in the council packet.]*

3. COUNCIL BUSINESS:

- a) Discuss Fire Chief Approval Ordinance (Task 4A3)** - The Fire Department Strategic Plan suggested to "revise current policy to further engage the City in selecting the City Fire Chief." A revised copy of the existing ordinance with proposed language changes is attached.
- b) Discuss Interlocal Agreement Changes (Task 4A2)** - A copy of a staff memo, the current Interlocal Agreement from 1989, and draft revisions are attached for discussion.

4. ADJOURNMENT - Mayor will adjourn the meeting.

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UPCOMING MEETINGS AND EVENTS:

- Monday, November 13th, 6pm, Planning Commission Meeting
- Thursday, November 16th, 6pm, City Council Meeting
 - 2024 Property Tax Public Hearing
 - Final 2024 Budget Public Hearing

Chapter 2.24 VOLUNTEER FIRE DEPARTMENT

2.24.010 Establishment and responsibilities of the fire department.

The city hereby creates a fire department consisting wholly of volunteer firefighters known as the volunteer fire department of the city of Stevenson. The department is authorized by law to protect life or property within its boundaries and to perform fire suppression activities and fire protection services such as performing community fire drills, inspecting structures for fire hazards, and providing community education/fire training services. The fire department shall have full control over all firefighting equipment/apparatus owned by the city and shall have full control over the fighting of fires within city limits. The fire department shall adopt and promulgate such by-laws, rules of operation or regulations as it may deem necessary to protect the safety and welfare of its members.

2.24.020 City support.

On behalf of the fire department the city through its legislative body may contract and be contracted with to purchase, lease, receive, or otherwise acquire real and personal property or enter in to interlocal agreements with other entities. From time to time the city may provide clerical and administrative support to help the fire department carry out its duties. And the city shall adopt by separate resolution as allowed by the Fair Labor Standards Act (FLSA) and the Washington State Minimum Wage Act (553.101—553.106) payment to the volunteer firefighter for expenses, reasonable benefits, a nominal fee, or any combination thereof based on a per call or training participation.

2.24.030 Membership.

The fire department shall consist of no less than fifteen firefighters (RCW 41.24.050). A member is considered a firefighter only if that member has the legal authority and responsibility to direct or perform fire protection activities that are required for, and directly concerned with preventing, controlling, and extinguishing fires. Appointment to and discharge from the department shall be governed and controlled by such rules, by-laws or regulations as may be adopted by the department from time to time to protect the safety and welfare of the members. ~~The city council may by resolution approved by a two-thirds vote of the full legislative body authorize any of its council members to serve as volunteer fire fighters and receive the same compensation, insurance, and other benefits as are applicable to other volunteer firefighters, employed by the code city.~~

2.24.040 Fire chief.

- A. Appointment. ~~The fire chief shall be elected by the fire department members as governed by the rules and by-laws of the department. The department shall notify the council every January who will be serving as fire chief. The Mayor of the city, with the approval of the council, shall appoint a fire chief of the fire department. The appointed fire chief shall be a current Stevenson volunteer firefighter or other qualified individual and may be recommended by the Stevenson Fire Department volunteer membership and approved by Skamania County Fire District #2 as outlined in existing interlocal agreements.~~
- B. Duties.
1. The fire chief shall be the fire department's primary contact to the council and will be responsible to the council for the conduct and general operation of the department. The fire chief shall ensure that suitable drills and training are made available to the members and shall ensure that the members are trained in the handling of the fire equipment to protect the safety of life and property.
 2. The fire chief shall maintain the department's rules and by-laws for the conduct of the department and shall see that complete records are maintained of all fires, equipment inspections, personnel, and other information as required by law.

3. The fire chief shall submit a preliminary departmental budget to the city no later than the last day of September prior to the new budget year.
4. The fire chief or his designee shall review development plans and building permits for fire protection requirements as requested by the city.

2.24.050 Emergency police powers.

The fire chief shall also have ordinance enforcement authority as provided by city ordinance, or as delegated by the mayor.

2.24.060 State laws relating to the volunteer firemen's pension and relief fund.

The Stevenson city council hereby elects to participate in the volunteer firemen's pension and relief fund. RCW 41.24.010 et seq., as amended, in its entirety, is adopted by reference and shall have full force and effect.

2.24.070 Volunteer firefighters board of trustees.

The city shall create and establish a Stevenson volunteer firefighters board of trustees. That board shall consist of the mayor, city clerk/comptroller, one council member, the fire chief, and one member of the fire department to be elected by the members of the fire department for a term of one year. The Board shall complete the duties as set forth in RCW 41.24.080 with respect to the fire department's responsibilities to the volunteer firefighters' and reserve officers' relief fund.



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970
 FAX (509) 427-8202

7121 E Loop Road, PO Box 371
 Stevenson, Washington 98648

To: City Council and Fire District 2 Commissioners
 From: Leana Kinley, City Administrator
 RE: Interlocal Agreement Changes
 Meeting Date: November 7, 2023

Executive Summary:

The City of Stevenson and Fire District 2 have been working together cooperatively for many years and the relationship was formalized in 1989 with an Interlocal Agreement. Task 4A2 of the Fire Department Strategic Plan suggests the Interlocal Agreement between the agencies be reviewed and updated. It also suggests establishing a Joint Operating Board to unify the governance structure for the Fire Chief and operational coordination. Both agencies met and discussed changes on October 5, 2023. A draft revised agreement is presented for discussion.

A copy of the Plan can be found online at <https://www.ci.stevenson.wa.us/emergency/page/documents-reports-resources> .

Overview of Items:

From the initial agreement, the goal of working together cooperatively was to “...render more effective service to the residents of the City and District,” which has not changed over 34 years later.

Agency assets remain with each agency and are their responsibility to repair, maintain, and fuel as needed. The Fire Station is a joint asset split between the Fire District and City. This remains the same with the revised agreement.

Original Agreement Cost Splits:

City	Fire District
<ul style="list-style-type: none"> 50% Fire Station Heating & Lighting 	<ul style="list-style-type: none"> 50% Fire Station Heating & Lighting
<ul style="list-style-type: none"> 50% Fire Station Repairs & Maintenance 	<ul style="list-style-type: none"> 50% Fire Station Repairs & Maintenance
<ul style="list-style-type: none"> 50% BVFF Costs 	<ul style="list-style-type: none"> 50% BVFF Costs
<ul style="list-style-type: none"> 100% City Calls 	<ul style="list-style-type: none"> 100% Fire District Calls
<ul style="list-style-type: none"> 50% Drill Pay 	<ul style="list-style-type: none"> 50% Drill Pay
<ul style="list-style-type: none"> Fire Station Water and Sewer 	<ul style="list-style-type: none"> Fire Station Insurance
<ul style="list-style-type: none"> Hydrant Water 	
Not mentioned:	
<ul style="list-style-type: none"> Fire Chief Salary and Benefits 	

Revised Agreement Cost Splits:

City	Fire District
• 70% Fire Station Heating & Lighting	• 30% Fire Station Heating & Lighting
• 70% Fire Station Repairs & Maintenance	• 30% Fire Station Repairs & Maintenance
• 70% BVFF Costs	• 30% BVFF Costs
• 100% City Calls	• 100% Fire District Calls
• 70% Drill Pay	• 30% Drill Pay
• Fire Station Water and Sewer	• Fire Station Insurance
• Hydrant Water	• Admin Costs for District work (not AP)*
• Fire Chief Salary and Benefits	

*Administrative costs may consist of invoice preparation, grant writing or other tasks that are district specific. Other shared admin costs include monthly report compilation for firefighter pay, processing of annual firefighter payroll, and joint meeting efforts (agenda prep, meeting packet publication, minutes).

Original Agreement Responsibility Splits:

City	Fire District
• Organize and maintain volunteer department between 18-35 men who shall be under the supervision and direction of a competent City Fire Chief.	
• Shall respond to rural calls	
• Shall respond to calls within or without city limits.	
• City Fire Chief shall keep record of all calls, ...including information as required by the District Fire Marshal to fulfill the District's obligations.	

Revised Agreement:

City is responsible for maintaining the volunteer base and responsible for responding to calls within the City and Fire District boundaries. This is like the original agreement and clarifies volunteers falling under the City personnel policy where applicable.

Action Needed:

Consensus on contractual changes to be brought before both agencies for additional review, discussion and approval.

AGREEMENT

AGREEMENT made and entered into this 18th day of May, 1989 by and between **SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 2** of Skamania County, State of Washington, (hereinafter referred to as "the District"), and the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, (hereinafter referred to as "the City"),

W I T N E S S E T H:

WHEREAS, the District was created, and by virtue of the laws of the State of Washington is organized, for the purpose of protection of property against loss by fire within its boundaries outside of incorporated city limits, and

WHEREAS, the City operates a fire department for the provision of fire prevention and suppression services and for the protection of life and property within the City, and

WHEREAS, by cooperation, joint and mutual aid and assistance and by sharing certain equipment, personnel and facilities the parties hereto may render more effective service to the residents of the City and District,

NOW, THEREFORE, in contemplation of a program of mutual aid and assistance, it is hereby agreed between the parties as follows:

I.

GENERAL AND FISCAL DUTIES OF DISTRICT

A. "District Equipment".

1. The District shall furnish to the City, and shall maintain and place in the City, a fire truck, pumpers, hoses, and other fire fighting materials, supplies and equipment as may be consistent with and allowed by the terms and provisions of this Agreement (hereinafter generally referred to as "District Equipment").

2. All of said District Equipment, at all times during the life of this contract, shall constitute property of the District.

B. The District, from time to time, at its expense, and as experience proves necessary, shall purchase and provide such other and further materials, supplies and equipment as may be needed or advisable in fulfilling its duties hereunder and to residents of the District and City.

C. The District shall pay the cost of all gasoline, oil, lubricants, maintenance and repairs necessary to proper and efficient functioning of all District Equipment.

D. The District shall be responsible for insuring said District Equipment and shall maintain fire insurance on the existing fire station now jointly occupied by the parties hereto (hereinafter "the Fire Station").

E. The District shall pay one-half of the cost of heating, lighting, repairing and maintaining the Fire Station.

F. The District shall reimburse the City for one-half of the annual contributions made to the Volunteer Firemen Relief and Compensation Fund pursuant to Chapter 121 of the Laws of 1935 and amendments thereto.

G. The District shall pay to the City sums as compensation for City Fire Department members answering fire calls outside the limits of the City at such rates as shall be agreed upon by the City Council and Fire District from time to time.

H. The District shall also compensate the City for one-half of the cost of all fire drills.

II.

GENERAL AND FISCAL DUTIES OF CITY

A. "City Equipment".

1. The City agrees to furnish, maintain and place fire fighting equipment in the City.

2. All of said equipment at all times during the life of this contract shall be the sole and separate property of the City.

B. The City shall pay the cost of all gasoline, oil, lubricants, insurance and repairs for, of and to City Equipment.

C. The City shall provide water and sewer services to the Fire Station and shall provide water as needed from its fire hydrant system.

D. The City shall organize and maintain a volunteer fire department of not less than 18 nor more than 35 men, who shall be under the supervision and direction of a competent City Fire Chief. Said department shall be responsible for answering rural calls and

shall respond to rural fires with City Equipment whenever so called on a twenty-four hour per day, seven days per week basis, throughout the year.

E. The City shall be prepared to answer any emergency call from within or without the corporate limits of the City.

F. The City Fire Chief shall keep a record of all calls, of the length of time City Equipment or personnel are engaged outside City limits, of the names and number of members answering a call and of such other information as may be required by the District Fire Marshal to fulfill the District's obligations under Article I, § G hereof.

III.

SERVICE AREAS AND RESPONSIBILITIES;

MUTUAL AID AND ASSISTANCE

A. District-to-City.

★ 1. When District Equipment is not otherwise in service, the City shall have the right to use that equipment in answering any local fire call, if additional equipment is required by the City.

a) When in local operation, District Equipment shall be in the full charge and under the direction of the City Fire Chief.

★ b) Outside of the corporate limits of the City, City equipment and the members of the City Fire Department shall be under the supervision and direction of the District Fire Marshal who shall be a resident of the District and appointed by the Commissioners of the District.

2. The District Fire ^{Chief} ^{MAD-C} ^{B.M.} shall send any available equipment and men to a distress area within the City in case of a major fire, when two or more simultaneous calls must be responded to or when otherwise needed.

B. City-to-District.

1. The City Fire Department shall be subject to call by the District Fire Marshal to any other part or portion of the District in case of a major fire, several simultaneous calls for apparatus or when District Equipment otherwise is already engaged.

B.M. chief
MAD-C

2. District Equipment shall not be taken beyond the limits of the District except by permission of the District Fire Marshal or one of the District Commissioners or as outlined in the Mutual Aid Agreement with Skamania County Fire Protection District Nos. 1, 2 and 5, and the Cities of Cascade Locks, North Bonneville and Stevenson.

IV.

TERM OF AGREEMENT AND CANCELLATION

A. This contract shall remain in full force and effect for five (5) years from the date hereof unless cancelled in the manner set out immediately below.

B. This Agreement may be cancelled by either party upon giving written notice to the other party of its intent to so cancel, with a copy to the Washington Surveying and Rating Bureau, Fire Insurance Division, not less than ninety (90) days prior to the proposed cancellation date.

C. This Agreement shall be renewed automatically for an identical term unless written notice of intent not to renew is given by either party to the other, and to the Washington Surveying and Rating Bureau, Fire Insurance Division, Alaska Building, PO Box 1818, Seattle, Washington, not less than ninety (90) days prior to the expiration date hereof.

V.

NOTICE

No notice herein provided for shall be effective unless served in the manner provided by law for service of legal process upon the parties hereto or by registered mail to the other party at its mailing address.

VI.

This Agreement may be amended or qualified in specific instances by addenda hereto, executed by the appropriate authorized representative(s) of each and both of the parties. No such addendum shall supercede the general rules set out in this Agreement except in the sole and exclusive instance governed by the addendum and only to the extent expressly set out therein.

IN WITNESS WHEREOF, the parties hereto, through their duly elected, appointed and/or authorized officials, have affirmed their hands and seals this 27 day of July, 1989.

SKAMANIA COUNTY FIRE PROTECTION
DISTRICT NO. 2

By Raymond Mockenroe
Chairman of Board of Commissioners

ATTEST:

Beverly Mackinnon
Secretary, Skamania County
Fire Protection District
No. 2

CITY OF STEVENSON

By Wallace Fuller
Mayor

ATTEST:

MaDuncaD-cola
City Clerk

^{ATTEST}
APPROVED BY:

JK Toblin 10-30-89
Washington Surveying and
Rating Bureau, Fire
Insurance Division

**FIRE PROTECTION SERVICES INTERLOCAL AGREEMENT
BETWEEN SKAMANIA COUNTY FIRE DISTRICT 2 AND THE CITY OF STEVENSON**

THIS AGREEMENT FOR FIRE PROTECTION SERVICES (“Agreement”) is made and entered into by and between Skamania County Fire Protection District No. 2 of Skamania County, State of Washington (“District”), and the City of Stevenson, a municipal corporation of the State of Washington (“City”), hereinafter also collectively referred to as the “Parties.”

Recitals

Whereas, the District was created, and by virtue of the laws of the State of Washington, is organized for the purpose of protection of property against loss by fire within its boundaries outside of the incorporated city limits, and

Whereas, the City operates a fire department for the provision of fire prevention and suppression services and for the protection of life and property within the City, and

Whereas, the Parties have cooperated with each other on service delivery for more than thirty-four years; and

Whereas, the Parties are currently operating under an existing agreement dated May 18, 1989 whereby the City manages the volunteer firefighters and costs are shared; and

Whereas, the Parties engaged a consultant to assist in developing a Fire Department Strategic Plan and a recommendation of the Plan was to review and revise the agreement; and

Whereas, by cooperation, joint and mutual aid and assistance and by sharing certain equipment, personnel and facilities the parties hereto may continue to render more effective service to the residents of the City and District.

Now, therefore, in contemplation of a program of mutual aid and assistance, it is hereby agreed between the parties as follows:

1) Purpose

- a) The purpose of this Agreement is to make possible the most efficient and effective delivery of fire protection services to the City and District.
- b) The Parties acknowledge the challenge of sustainably funding fire protection services and believe consolidated service delivery will help address that challenge through economies of scale in operation and organization.
- c) The Parties also believe that consolidated service delivery will allow them to more effectively plan for future delivery of fire services to the communities. Improvements in cost-effectiveness realized over the longer term could include new fire station location and current fire station utilization.
- d) No new separate legal or administrative entity is established by this Agreement

2) Term

- a) This Agreement shall be effective on January 1, 2024.
- b) The initial term of this Agreement shall expire on December 31, 2029.

- c) The term of the Agreement shall automatically renew for an additional five years unless otherwise terminated by one of the Parties.
- d) Notice of termination shall follow the provisions of Section 12 of this Agreement.

3) Services

- a) The City agrees to provide services to the District normally associated with a City fire department allowable under State and County laws and ordinances to include, but not limited to:
 - i) Fire Prevention Education
 - ii) Fire Suppression
 - iii) Hazardous Materials Incident Response
 - iv) Automatic and mutual emergency response to neighboring jurisdictions and in accordance with existing interlocal agreements
- b) The City shall furnish all personnel, including clerical and administrative support required to perform the above-listed services.
- c) Such services shall be provided to the District as presently constituted or as may be annexed to the District.
- d) Such services shall be rendered on the same basis and in the same manner as such service is rendered to areas with the City.
- e) The City, through the Fire Department, shall provide administrative services in support of the District's business activities. The District and Fire Chief shall jointly establish the proper level of support. Both parties shall meet quarterly to determine if the level of administrative support is meeting the District's Business needs. This may include processing accounts payable, use of the city's credit card in line with the city's procurement policy, and other services as needed and agreed upon.

4) Personnel

- a) The Volunteers shall be volunteers of the City and subject to the City's Personnel Policy as applicable.

5) Fire Chief

- a) The Fire Chief shall be a City volunteer and subject to the City's Personnel Policy as applicable.
- b) The Chief shall be elected to office by the volunteer membership through a balloting process. Upon election of the Chief, the Chief shall notify the District and City.
- c) The appointment of the Fire Chief shall be subject to confirmation by a majority of the District Commissioners.
- d) The appointment of the Fire Chief shall be subject to confirmation by a majority of the Stevenson City Council as required by the Stevenson municipal code.
- e) Stevenson shall convene a meeting with the Mayor, City Administrator, and a District Commissioner to review the Fire Chief's annual performance evaluation.
- f) The Fire Chief shall be responsible for and direct all operations, personnel, and deployment of resources, establish standard operating procedure and policies for the Fire Department.

- g) A member may be suspended or discharged from the department with cause by the Chief at any time in accordance with the City's Personnel Policy. The Chief shall consult with the City Administrator prior to discharging a volunteer. The discharged volunteer can appeal that action within 90-days following the discharge.
- h) The Fire Chief shall report to the City and District at least quarterly regarding operations, facilities, equipment, and budget items to provide a line of communications between members of the Fire Department, City and District.

6) Insurance

- a) The District shall provide adequate insurance coverage for District's property, buildings and equipment and shall include public liability, property damage and comprehensive coverage. The City shall provide adequate insurance coverage for the City's property and equipment and shall include public liability, property damage and comprehensive coverage. In addition, both the City and District each agree to carry, at all times during the term of this agreement, liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) each occurrence with a two million dollar (\$2,000,000) general aggregate, covering the City and the District for all activities of the employees of the City relating to the performance of this agreement.

7) Liability

- a) Each of the Parties shall, at all times, be solely responsible and liable for the acts or failure to act of its personnel that occur or arise in anyway of the performance of agreement by its personnel only, and to save and hold the party and its persons and officials harmless from all costs, expenses, losses, damages, including costs of defense incurred as a result of any acts or omissions of the party's personnel relating to the performance of the agreement.

8) Property Ownership

- a) All property acquired by the District to enable it to perform the services required under this agreement shall remain the property of the District.
- b) All property acquired by the City to enable it to perform the services required of this agreement shall remain the property of the City.

9) Equipment

- a) All equipment purchased by the District shall normally be assigned to and stationed in the District, provided that such equipment may be used by the City when deemed necessary by the Fire Department Administration for proper protection when regularly assigned City equipment is out of service.
- b) In the event District equipment may be out of service, the City agrees to adding, on a temporary basis, comparable equipment to District station if deemed necessary by the Fire Chief for proper protection.
- c) The Fire Chief shall cooperate with the Board of Commissioners on the permanent assignment and location of all District equipment. The District and the City have entered into this agreement to share resources in order to give the best overall protection to the citizens of the District and the City, and the use of District and City owned equipment and facilities is given due consideration as part of the compensation addressed in section 11.
- d) The City shall be responsible for insurance, maintenance, repair and replacement expenses for all its assets.

- e) The District shall be responsible for insurance, maintenance, repair and replacement expenses for all its assets.

10) Facility Maintenance

- a) The City will provide the cost of routine maintenance at the Stevenson Fire Hall. Routine maintenance is defined as janitorial services, seasonal facilities maintenance (i.e., gutter cleaning), etc. Routine maintenance does not include structural repairs, such as replacing the roofing or other structural repairs that are a result of a natural or man-made disaster. Consumable supplies utilized primarily by City personnel in the performance of the duties as required by this agreement shall be furnished by the City. The Fire Chief shall establish a check list and service request to ensure that janitorial services, seasonal maintenance items, rodent control, etc. are completed. Both parties shall meet quarterly to determine if the established check list is being completed.
- b) The City shall provide and pay for all water and sewer utility charges that are required for the operation of the fire station.
- c) The District shall maintain fire insurance on the existing fire station now jointly occupied by the Parties within the City of Stevenson.

11) Payment to the City

- a) The District agrees to pay to the City for services rendered as outlined below:
 - i) The cost of all gasoline, oil, lubricants, maintenance, and repair necessary for the proper and efficient functioning of all District equipment.
 - ii) The cost of compensation for City Fire Department members answering fire calls outside the limits of the City at such rates as shall be agreed upon by the City and District from time to time.
 - iii) The cost of Administrative Services performed solely on behalf of the District. This does not include processing accounts payable.
 - iv) The following costs will be split on a pro-rata basis of 30% by the District and 70% by the City as determined by the average number of calls in the past five years and the assessed valuation distribution over the past five years.
 - (1) Heating
 - (2) Lighting
 - (3) Repairing and maintaining the Fire Station
 - (4) All fire drills
 - (5) Contributions made to the Board of Volunteer Fire Fighters Volunteer Fire Fighters' and Reserve Officers' Relief and Pension Principal Fund as outlined in WAC 491-03
 - (6) Firefighter Equipment including Personal Protective Equipment (PPE) and other shared resources

12) Termination

- a) If either party decides to terminate this agreement, such party shall give to the other party twelve (12) months written notice of intent to terminate. However, in the event either party defaults in the performance or condition of this agreement, the other party may give written notice of the deficiency. If the default is not corrected or resolved to the satisfaction of both parties by written agreement, the grieved party may give written notice to terminate the

agreement within thirty (30) days or either party may refer the question to arbitration as defined in section 14 of this agreement.

13) Modification

- a) This instrument constitutes the entire agreement between the parties herein and supersedes all prior agreements. No modification or addendums shall be valid unless evidenced in writing, property agreed to and signed by both parties, which shall then become a part of this agreement. In the event either party shall desire to renegotiate any provision of the agreement, such party shall notify the other party in writing of its intent. Such a request to negotiate shall not be considered a notice of termination as provided in section 12.

14) Arbitration

- a) In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement or that the other is not in compliance with the terms of this agreement, both parties agree to meet and negotiate in good faith at least twice. If agreement is not attained, the parties agree that such disputes shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator who shall not be employed or reside in the fire service area of the District or City. The two arbitrators shall appoint a third arbitrator with the same qualification. Unless different rules are adopted by the arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

15) Benefits

- a) This agreement is entered into for the benefits of the Parties only and shall confer no benefits, direct or implied, to any third persons.

16) Severability

- a) If any provision of this agreement or its application is held invalid, the remainder is not affected.

17) Annexation

- a) If any portion of the District is annexed by the City during the term of this Agreement, the pro rate allocation of costs in section 11 will be renegotiated.

18) Interlocal Agreement Representations

- a) This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:
 - i) Duration. This AGREEMENT shall terminate on December 31, 2029, or sooner as provided in section 12, above. It may be renewed as outlined in section 2, above.
 - ii) Organization. No new entity will be created to administer this agreement.
 - iii) Purpose. The purpose is to enable the Skamania County Fire District #2 and City of Stevenson to contract with each other for fire protection services.
 - iv) Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds' budgets.
 - v) Termination of Agreement. The parties shall have the right to terminate this agreement as provided in section 12, above.
 - vi) Other. All terms are covered by this Agreement. No additional terms are contemplated.

- vii) Selection of Administrator. The Fire Chief shall be the Administrator for this Interlocal Agreement.
- viii) Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor and/or listed by subject on each public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the **DISTRICT** has caused this contract to be duly executed on its behalf, and thereafter the **CITY** has caused the same to be duly executed on its behalf.

CITY OF STEVENSON
A Municipal Corporation,

SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 2
Board of Commissioners

By: _____
Mayor

By: _____
Chairman

Attest:

Commissioner

City Administrator

Commissioner

Approved as to form only:

Attest:

_____: District Attorney

Clerk of the Board

Robert C. Muth, City Attorney, City of Stevenson