

AGENDA
CITY OF STEVENSON COUNCIL AND SKAMANIA COUNTY FIRE DISTRICT 2 JOINT MEETING
January 17, 2024
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/>

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

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

2. UNFINISHED BUSINESS:

a) Discuss Interlocal Agreement Changes (Task 4A2) - A copy of the current Interlocal Agreement from 1989 and draft revisions are attached for discussion.

3. ADJOURNMENT - Mayor will adjourn the meeting.

=====

UPCOMING MEETINGS AND EVENTS:

- Thursday, January 18th, 6pm, City Council Meeting
- Monday, January 22nd, 6pm, Planning Commission Meeting
- Thursday, January 25th, 6pm, Special City Council Workshop
- Monday, February 12th, 6pm, Planning Commission Meeting
- Thursday, February 15th, 6pm, City Council Meeting

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} ~~Marshal~~ 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:

MaDunard Cole
City Clerk

^{ATTEST}
APPROVED BY:

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

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

THIS ~~AGREEMENT~~ AGREEMENT FOR FIRE PROTECTION SERVICES (“~~Agreement~~ 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~~ Agreement dated May 18, 1989 whereby the City manages the volunteer firefighters and costs are shared between the District and City; 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 ~~existing agreement~~ 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~~ 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~~ Agreement

2) Term

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

Commented [RM1]: With whom?

Commented [RF2]: Proposed to remove by Greyson Rudd

Commented [RF3R2]: Wording suggestion by Greyson Rudd “b) The parties agree that consolidation of resources will provide for economies of scale in delivering lasting fire protection services for communities within both the City of Stevenson and Fire District 2.”

Commented [RF4]: Wording suggestion by Greyson Rudd “c) The parties agree that consolidation includes sharing resources including personnel, equipment, staff, administration and fire halls, current and to be developed.”

- c) The term of the ~~Agreement~~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~~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. The City shall provide a program of public education activities within the District's jurisdictional boundaries. The program shall include, but is not limited to, annual fire safety education classes at elementary schools, fire safety education classes for special or targeted groups, participation in community events, and fire safety and first aid training.
 - ii) Fire Suppression. The City shall provide all services necessary for fire suppression, fire prevention, fire support, and rescue response to a service area covering the corporate limits of the District, including technical rescues involving low/high angle, confined space, trench, water, and surface water.
 - iii) Hazardous Materials Incident Response. The City shall provide all services necessary for hazardous material incident response.
 - iv) Mutual / Automatic Aid. Automatic and mutual emergency response to neighboring jurisdictions and in accordance with existing interlocal ~~agreement~~Agreements.
 - v) Training and Education. The City shall provide training and education to all Firefighter and emergency medical service personnel in accordance with applicable statutory provisions, regulations and standards of the Washington Administrative Code.
 - ~~vi)~~ Public Information, Education, and Outreach. The City shall provide public information, education, and outreach to a service area covering the corporate limits of the District.
- b) The City shall furnish all personnel, including clerical and administrative support required to perform the above-listed services. The Fire Chief or designee shall supervise, administer, and manage the day-to-day operations of the services, including, without limitation, the following:
 - i) Staffing levels, personnel assignments and other resource allocations.
 - ii) Implementation of Budget.
 - iii) Implementation of policies and procedures.
 - iv) Personnel management, including discipline. The Fire Chief shall manage all disciplinary actions consistent with existing personnel policies and procedures. All disciplinary actions shall follow the chain of command.
 - v) Oversee and manage all operations in the manner of, and subject to, the limitations specified herein.

For the purposes of enforcement of federal, state, and appropriate laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the District hereby designates the Fire Chief of the City as its Fire Chief.

The Fire Chief shall report on administrative and operational matters to the District's Board of Commissioners and shall attend meetings when requested.

v) —

c) Such services shall be provided to the District as presently constituted or as may be annexed to the District.

~~b)d)~~ All services provided pursuant to this Agreement shall be performed in a professional and competent manner pursuant to and within the timelines required of applicable codes, policies and procedures (including applicable customer service standards), and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain all required certifications needed to perform the duties of these services.

~~e)e)~~ Such services shall be rendered on the same basis and in the same manner as such service is rendered to areas with the City and according to the performance measures stated in NFPA 1710 by the National Fire Protection Association. It is understood and agreed by the Parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers and automatic and/or mutual aid agreement Agreements. The Parties recognize that responses to concurrent emergencies shall be determined by the City based upon the City's operational judgment and without regard to where the concurrent emergencies occur.

~~e)f)~~ 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.

~~a)b) 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.~~

~~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.~~

5) Fire Chief Selection

- 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) The City ~~Stevenson~~ shall convene a meeting with the Mayor, City Administrator, and a District Commissioner to review the Fire Chief's annual performance evaluation.
- f) If a suitable candidate cannot be put forth by the Volunteers then the Fire District and City Council agree to explore other means to fill the role of Fire Chief via a joint session.
- g) Dismissal of Fire Chief must occur via a joint session of the City Of Stevenson City Council and Skamania County Fire District 2 Board of Commissioners
- 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~~Agreement, liability insurance coverage in the minimum amount of ~~one-two~~ million dollars (\$~~12~~,000,000) each occurrence with a ~~two-five~~ million dollar (\$~~25~~,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~~Agreement.

a)b) The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this ~~Agreement~~Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this ~~Agreement~~Agreement. The insurance policy or policies shall include a thirty (30) calendar days' prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be written on an "occurrence" basis, rather than a "claims-made" basis. In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if that party can demonstrate protection equal to or greater than that specified herein.

7) Liability

Commented [RM5]: Do we need an excess policy? \$2M is not a lot these days.

- 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~~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~~Agreement. ~~To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement~~Agreement. ~~Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement~~Agreement. ~~This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Parties further acknowledge that they have mutually negotiated this waiver.~~

8) Property Ownership

- a) All property acquired by the District to enable it to perform the services required under this ~~agreement~~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~~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~~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 District shall retain ownership of Stevenson Fire Hall during the term of this Agreement and shall make the Stevenson Fire Hall available for use by the City. The District shall provide use of Stevenson Fire Hall in "as-is" condition. The City acknowledges that

the premises have been continuously used to provide fire services and that its current condition is acceptable for the City to continue providing fire services.

b) No use charge shall be assessed to the City. The Parties agree ~~that~~ the rights and contractual obligations contained within the ~~Agreement~~ Agreement constitute adequate consideration for the City's use and possession of the Stevenson Fire Hall.

c) 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~~ 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.

Commented [RF6]: One word "checklist"

Commented [RF7]: One word "checklist"

d) The City shall provide and pay for all ~~water and sewer~~ utility charges ~~that are~~ required for the operation of the fire station, including water, sewer, garbage, heating, air conditioning, electrical power, and telephone and information technology/system data lines.

e) The District shall maintain fire insurance on the existing fire station now jointly occupied by the Parties within the City of Stevenson.

f) No major capital improvements to the Stevenson Fire Hall are anticipated during the City's use. In the event the Stevenson Fire Hall requires necessary capital improvements, the Parties will meet and confer in good faith in an effort to mutually agree upon a budget and timetable for completion of the improvements.

g) The City shall be responsible to the District for any loss or damage to the Stevenson Fire Hall except to the extent caused by the negligence of the District.

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~~ costs on behalf of the department as a whole, which will be split as outlined below.
 - 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 Stevenson Fire Hall ~~Fire Station~~
 - (4) All fire drills

Commented [MP8]: Is there a sharing of revenue, such as transports or GEMT funds?

(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

(7) Administrative Services performed on behalf of the fire department, such as annual payroll processing, reporting, or policy development and other paperwork support.

v) Mutual Aid calls will be split 50/50 between the City and District.

b) Except as otherwise provided herein, for all payments provided hereunder, the City shall provide the District with quarterly invoices outlining the nature of the services provided. The District shall pay all invoiced amounts within 30 days of receipt.

~~b)~~

12) Termination

a) If either party may decide to terminate this agreement, such party shall by giving to the other party at least 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.

b) Except as otherwise provided herein, the costs associated with terminating this Agreement shall be borne equally between the Parties, or in the event of a material breach, by the breaching party, provided that in the following circumstances, the cost of termination shall be apportioned as provided below. In the event that this Agreement is terminated due to a change in law or by mutual agreement, each party shall bear its own costs associated with the termination.

c) The Parties have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this Agreement and irrespective of the party who must bear the costs of termination.

d) If this Agreement is terminated for any reason, any assets owned by the District on the termination date shall be returned to the possession of the District, including the Stevenson Fire Hall as well as the District's apparatus, vehicles, and equipment.

e) Within thirty (30) calendar days of the effective date of this Agreement's termination, the City shall submit to the District a final invoice consistent with the methods of invoicing required herein. Final payment and settlement of accounts shall occur within ninety (90) calendar days of the effective date of termination of the 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, properly 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~~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~~Agreement between the parties relating to the interpretation of the terms of this ~~agreement~~Agreement or that the other is not in compliance with the terms of this ~~agreement~~Agreement, both parties agree to meet and negotiate in good faith at least twice. If ~~agreement~~Agreement is not attained, the parties agree ~~that~~ such disputes shall be resolved by binding arbitration ~~pursuant to the rules then promulgated by the Arbitration Services of Portland, Inc. ("ASP"). before a American Arbitration Association ("AAA") arbitrator. The arbitration shall be conducted in located in the City of Stevenson, Washington. 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. Despite the amount in controversy the arbitration shall be conducted by a single arbitrator assigned by ASP. Unless different rules are adopted by the arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.~~

~~The Parties shall agree on a AAA arbitrator within twenty (20) days from the date the matter is submitted to AAA. In the event that the Parties fail to agree on a AAA arbitrator within such time, then AAA shall be asked to submit the names of at least three (3) arbitrators. Each party shall have ten (10) days after receiving the list to strike one (1) name from that list. AAA shall select the arbitrator from the names on the list that have not been struck by either party.~~

b) The Parties may agree on another arbitrator ~~not appointed by ASP. in AAA or another person at any time.~~ In the event ~~ASP~~AA is unable or unwilling to provide an arbitrator and the Parties cannot otherwise agree, then the presiding judge of the Skamania County Superior Court shall designate an arbitrator.

~~a)c) The cost of the arbitrator shall be shared equally. Each party shall bear the cost of preparation and presentation, including attorneys' fees and expert witness fees, of its case before the arbitration.~~

15) Benefits

a) This ~~agreement~~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~~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~~Agreement, the pro rate allocation of costs in Section 11 will be renegotiated.

18) Interlocal ~~Agreement~~Agreement Representations

- a) This is an interlocal ~~agreement~~Agreement pursuant to RCW Ch 39.34 and the parties make the following representations:
 - i) Duration. This ~~AGREEMENT~~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~~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 ~~P~~parties intend to finance this ~~agreement~~Agreement in cash as part of their general funds' budgets.
 - v) Termination of ~~Agreement~~Agreement. The ~~P~~parties shall have the right to terminate this ~~agreement~~Agreement as provided in Section 12, above.
 - vi) Other. All terms are covered by this ~~a~~AgreementAgreement. No additional terms are contemplated.
 - vii) Selection of Administrator. The Fire Chief shall be the Administrator for this Interlocal ~~Agreement~~Agreement.
 - viii) Filing. Prior to its entry into force, this ~~agreement~~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.

19) Independent Municipal Governments

- a) The Parties recognize and agree ~~that~~ they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each ~~P~~party.
- b) Each ~~P~~party shall remain responsible for their own financial operation, the preparation of its budget, and the levying of its tax levy and other revenue sources. The Chief shall be responsible for preparing the draft of the District budget in consultation with the Board of Commissioners.
- c) Neither ~~P~~party, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

20) Public Duty Doctrine

- a) This ~~Agreement~~Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this ~~Agreement~~Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

21) Further Assurances

- a) In addition to the specific actions described herein, the Parties agree to take such other actions, (e.g., payroll, records transfer and employee benefit coordination) and to reasonably cooperate with each other to effectuate this ~~Agreement~~Agreement.

22) Non-Waiver of Breach

- a) The failure of either ~~P~~party to insist upon strict performance of any of the covenants and ~~agreement~~Agreements contained in this ~~Agreement~~Agreement, or to exercise any option conferred by this ~~Agreement~~Agreement in one or more instances shall not be construed to be a

waiver or relinquishment of those covenants, ~~agreement~~Agreements, or options, and the same shall be and remain in full force and effect.

23) Assignment

a) Any assignment of this ~~Agreement~~Agreement by either ~~P~~party without the prior written consent of the non-assigning ~~P~~party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this ~~Agreement~~Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

24) Compliance with Laws

a) Each ~~P~~party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this ~~Agreement~~Agreement.

~~Severability~~

~~If any section of this ~~Agreement~~Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.~~

Commented [RM9]: Already paragraph 16 above.

25) Counterparts

a) This ~~Agreement~~Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one ~~Agreement~~Agreement.

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:

City Administrator

Commissioner

Commissioner

Approved as to form only:

Attest:

: District Attorney

Clerk of the Board

Robert C. Muth, City Attorney, City of Stevenson