

**INTERLOCAL AGREEMENT FOR FIRE and EMERGENCY SERVICES**  
**COWLITZ COUNTY SOLID WASTE**

THIS AGREEMENT FOR FIRE and EMERGENCY SERVICES (the "Agreement"), made and entered into this 21<sup>st</sup> day of October, 2014, pursuant to chapter 39.34 RCW and RCW 52.30.020, between COWLITZ FIRE DISTRICT 6, a municipal corporation of the State of Washington (hereinafter called "District 6"), and COWLITZ 2 FIRE & RESCUE, a municipal corporation of the State of Washington (hereinafter called "District 2"), and COWLITZ COUNTY, a municipal corporation of the State of Washington (hereinafter called "Subscriber");

**W I T N E S S E T H:**

WHEREAS, District 6 and District 2 maintain Fire Departments which are fully staffed and equipped, for service to persons and property within the jurisdictional boundaries of their District for the suppression of fires, medical emergencies, and related emergencies; and

WHEREAS, Subscriber is located outside but adjacent to the boundaries of District 6, and desires to arrange for fire fighting and suppression assistance in the event of fires, hazardous materials response assistance, confined space rescue assistance, emergency medical treatment and transportation and other related emergencies or services; and

WHEREAS, both District 6 and District 2 are willing to provide such assistance to Subscriber, secondary to the needs of their respective District.

NOW, THEREFORE, the parties hereto hereby promise and agree as follows:

**A. DISTRICT EMERGENCY SERVICES**

Commencing on the date noted above, District 6 and District 2 hereby agree to provide for the protection of property and personnel of Subscriber located at the street address of **3434 South Silver Lake Road, Castle Rock, Washington**, with any and all fire and emergency services assistance that can be reasonably furnished by District 6 AND District 2 and/or as a result of Mutual Aid and/or Inter-local Agreements between District 6 and District 2 and other governmental agencies maintaining and operating fire and other emergency services; PROVIDED, however, and taking into consideration the reasonable

demands in existence under any given circumstances for both District's equipment and personnel to meet the emergency service needs within each District's respective jurisdictions, that the needs of Subscriber shall be secondary to those emergent needs.

**B. EMERGENCY RESPONSE AND ASSISTANCE**

Subject to Section A, above, District 6 AND District 2 hereby agree to provide for the protection of Subscriber property and personnel located at the street address of **3434 South Silver Lake Road, Castle Rock, Washington**. All requests for all emergency response shall be directed to the Cowlitz County 9-1-1 Center and the appropriate dispatch shall be ordered.

**C. PAYMENT FOR SERVICES**

The total annual administrative fee for services provided January 1, 2014 through December 31, 2014, in the amount of Thirty-one Thousand Nine Hundred Seventy-two Dollars (\$31,972) shall be paid upon receipt of invoice. One half of the total fee shall be paid directly to the Cowlitz Fire District 6 and one half of the total fee shall be paid directly to Cowlitz 2 Fire & Rescue in the amounts of Fifteen Thousand Nine Hundred Eighty-six Dollars (\$15,986) each (see Attachment A). Fee shall be prorated as applicable. For each subsequent year of this agreement the fee will be calculated in September of the previous year, using the methodology outlined in (Attachment A).

**D. ADDITIONAL PAYMENT FOR SERVICES**

If services in excess of those reasonably available from District 6 and District 2 are requested or required, the officer in charge of the response may call for additional assistance from other governmental agencies via mutual aid and/or interlocal agreements to assist in the emergency needs of Subscriber, or to respond to emergencies within each District while District 6 and District 2 resources are committed to the Subscriber response, and when additional assistance is provided, such responding jurisdictions shall be compensated as follows:

**1. Charges for Additional Assistance**

Charges for additional assistance as described above shall be for each vehicle, apparatus or piece of equipment and personnel that the assisting agency commits to the Subscriber's request for assistance and/or response to District 6 and District 2 during which time District 6 and District 2 resources are committed to the Subscriber's request for assistance, and shall be made in accordance with the current Washington Fire Chiefs (WFC) recommended "WAGE & EQUIPMENT RATES FOR THE WASHINGTON STATE FIRE SERVICE" (Attachment B ). Charges will be calculated from the time that a vehicle, apparatus or equipment from another agency leaves its station and until it is returned to the station and is prepared to respond to other calls for emergency services, calculated to the nearest one-half (1/2) hour provided, however; that if such

equipment cannot be reasonably prepared for a response to other calls due to damage to the vehicle, apparatus or equipment, the hourly charge shall not extend beyond one (1) hour following the time that such vehicle, apparatus or equipment would have returned to its station except for such damage.

**2. Charges for Supplies and Equipment Consumed or Destroyed;**

For supplies and equipment that are consumed or destroyed, Subscriber shall pay to District 6 and/or District 2 or other governmental agency, the replacement or replenishment cost, provided however that Subscriber shall have no responsibility for supplies and equipment that are negligently consumed or destroyed by District 6 and District 2 or other governmental agency.

For vehicles and/or apparatus that are destroyed beyond reasonable repair, Subscriber shall pay to District 6 and District 2 or other governmental agency the current fair market value, less insurance proceeds received by District 6 and District 2 or such governmental agency provided however that Subscriber shall have no responsibility for vehicles and/or apparatus that are negligently consumed or destroyed by District 6 and/or District 2 or other governmental agency.

For all vehicles, equipment and apparatus that are damaged and reasonably repairable, Subscriber shall pay to District 6 or District 2 or other governmental agency the cost of repair, less insurance proceeds received by District 6 or District 2 or such governmental agency; PROVIDED, however, that Subscriber shall have no responsibility for vehicles, equipment, and apparatus that are negligently consumed or destroyed by District 6 and/or District 2 or other governmental agency; and FURTHER PROVIDED that Subscriber shall have no responsibility to pay for repairs to return the vehicles and/or apparatus that are damaged to a "like new" or to an improved condition, or to pay for any portion of repairs which are in excess of the fair market value of the vehicle before the damage.

**E. TRAINING AND FAMILIARIZATION**

Subscriber shall provide opportunities for emergency response training to personnel of District 6 and District 2 relating to techniques and hazards appropriate to property at the site of Subscriber. Training may consist of regular site visits for hazard identification, hazard location, water supply, and on-site capabilities by District 6 and District 2 personnel; and training exercises, to be determined mutually by Subscriber and District 6 and District 2. All costs and expenses incurred by District 6 and/or District 2 related to training including, without limitation, compensation for employees and provision of supplies consumed during training, are part of the annual fee for service set forth in Section C. Payment for Services. District 6 and District 2 shall ensure that all District 6 and District 2 personnel that respond to or train at the Subscriber site have attended any requisite safety training that may be required by the Subscriber.

**F. TERM OF AGREEMENT**

This Agreement shall be for an initial term of three (3) months, commencing October 1, 2014 through December 31, 2014, and shall be automatically extended annually in one year terms, subject to termination by either party upon one hundred twenty (120) days' written notice to the other party given prior to the end of any one year term. In the event of such termination, any unearned fee or charge required by Section C shall be prorated and returned to Subscriber. Initial fee for three month term shall be prorated as based on annual fee as calculated in Schedule A.

**G. FUTURE CHANGES AND CONDITIONS**

If the following conditions arise: 1) major changes in services are requested by Subscriber or there are new circumstances, requirements, or regulations affecting District 6 or District 2's ability to respond, including but not limited to, new hazardous materials standards, new regulatory requirements, new partners, implementation of state funded hazardous materials response regions, or changes in labor union contracts, and 2) the changes, circumstances, requirements or regulations would result in a significant change in cost of service that is not provided for in the cost adjustments described elsewhere in this agreement, then either party may provide written notice of termination effective sixty (60) days prior to the end of any one-year term. Alternatively, the parties agree to discuss amending or supplementing this Agreement to address the changed conditions. If discussions do not lead to an amendment or supplement within sixty (60) days, then either party may require arbitration under Ch. 7.04A RCW.

**H. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

It is the intention and understanding of the Parties that District 6 and District 2 shall be independent contractors and that Subscriber shall be neither liable nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment to any employee of District 6 or District 2. Industrial or any other insurance that is purchased for the benefit of Subscriber, regardless of whether such may provide a secondary or incidental benefit to District 6 or District 2, shall not be deemed to convert this Agreement to an employment contract. It is recognized that District 6 and/or District 2 may or will be performing services during the term of this Agreement for other parties.

**I. LIABILITY**

District 6 and District 2 make no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency dispatch. The duty of District 6 and District 2 to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, District 6 and District 2 do not



incur a special duty to Subscriber, its employees, agents or visitors. The forgoing provisions in this Section I shall not be given any legal force or effect in the event that (1) the District 6 and the District 2 accept an obligation specific to the Subscriber under the terms of this Agreement or (2) the Subscriber suffers Losses as a result of any action or inaction on the part of District 6 and/or the District 2 that constitutes reckless or willful misconduct or negligence.

**J. NOTICES**

All notices required or permitted under this Agreement shall be delivered and copied to all parties as follows:

1. If to COWLITZ COUNTY to:  
Solid Waste Manager  
Cowlitz County Public Works  
1600 13<sup>th</sup> Avenue South  
Kelso, WA 98626
  
2. If to District 6:  
Fire Chief  
Cowlitz Fire District #6  
P. O. Box 205  
Castle Rock, WA 98611
  
3. If to the District 2:  
Fire Chief  
Cowlitz 2 Fire & Rescue  
701 Vine Street  
Kelso, WA 98626

**K. GENERAL PARAGRAPHS**

**Indemnification and Hold Harmless;**

The Subscriber shall protect, defend, indemnify, and save harmless District 6 and District 2, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Subscriber. The Subscriber agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose the Subscriber, by mutual negotiation, hereby waives, as respects District 6 and District 2 only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

1. Except as identified in Section I, District 6 and/or District 2 shall protect, defend, indemnify and save harmless the Subscriber, its officers, employees, and agents from

any and all costs, claims, judgments, or awards of damages (collectively referred to herein as Losses), arising out of or in any way resulting from the negligent acts or omission of District 6 and/or District 2. District 6 and District 2 agree that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, District 6 and District 2, by mutual negotiation, hereby waive, as respects the Subscriber only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

**2. Insurance; Risk of Loss**

The Subscriber is self-insured against all applicable risks pursuant to this Agreement as set forth in Attachment C. The Subscriber will provide supporting materials as District 6 and District 2 reasonably may request into evidence continuing compliance with this Section K (b).

**3. Assignment**

“Subscriber” means COWLITZ COUNTY, or a department or office of the County, as may be designated in writing by Subscriber from time to time. Subscriber may assign any of the benefits or liabilities of this Agreement to any of its affiliates or other wholly or partially-owned subsidiaries of Subscriber without District 6 or District 2’s consent. Neither District 6 and/or District 2 can assign the responsibilities of this Agreement without the prior written consent of Subscriber. The Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns. This Agreement is intended for the sole benefit of the parties hereto (including those other agencies specifically identified herein) and no third party shall benefit thereby.

**4. Discrimination and Compliance with Laws**

- a. The Subscriber, District 6 and District 2 agree not to discriminate against any person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- b. The Subscriber, District 6 and District 2 shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code and District policy.
- c. Violation of this Section K (d) shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the Subscriber or District 6 and/or District 2.

**5. Governing Law**

The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Subscriber, District 6 and District 2 irrevocably consent to the exclusive personal jurisdiction and venue of the state court located in Cowlitz County, Washington, or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

**6. Severability**

If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. District 6, District 2, and the Subscriber agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

**7. Nonwaiver**

Any failure by either party to enforce strict performance of any provision of the Agreement will not constitute a waiver of such party's right to subsequently enforce such provision or any other provision of the Agreement.

**8. Legal Fees**

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

**9. Counterparts**

The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

**10. Captions**

The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

**11. Extent of Agreement/Modification**

This Agreement together with attachments or addenda represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and date first above written.

**COWLITZ FIRE DISTRICT 6**

William Lemonds  
William Lemonds, Chief 10-1-14

Attest:

Tiffany Palmer  
Tiffany Palmer  
Fire District #6 Secretary

Approved as to form:

\_\_\_\_\_  
Attorney for District

**COWLITZ 2 FIRE & RESCUE**

David LaFave  
David LaFave, Chief 10/01/14

**BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON**

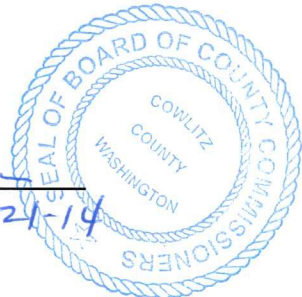
Michael A. Karnofski  
Michael A. Karnofski, Chairman

James R. Misner  
James R. Misner, Commissioner

Dennis P. Weber  
Dennis P. Weber, Commissioner

Attest:

Tiffany Ostreim  
Tiffany Ostreim  
Clerk of the Board 10-21-14



Approved as to form:

Approved via Agenda Book  
Civil Deputy Prosecuting Attorney 10-16-14

**ATTACHMENT A**  
**COST OF SERVICES FORMULA**

<b>Current <u>COWLITZ COUNTY SOLID WASTE.</u></b> (assessed valuation)	\$ 21,314,950
Fire Department percent of General Fund Levy	\$ 1.50
*Base Fee (\$1,500 minimum) Actual AV \$31,972	\$ 31,972
<b>Total Fee</b>	<b>\$ 31,972</b>
Total Annual Fee Payment to Cowlitz Fire District 6	\$ 15,986
Total Annual Fee Payment to Cowlitz 2 Fire & Rescue	\$ 15,986

**ATTACHMENT B**  
**WAGE & EQUIPMENT RATES FOR THE WASHINGTON STATE FIRE SERVICE**

**See Link below for current rates.**

[http://www.wsp.wa.gov/fire/docs/mobilization/mobeplan\\_appendix\\_N.pdf](http://www.wsp.wa.gov/fire/docs/mobilization/mobeplan_appendix_N.pdf)



**ATTACHMENT C**  
**INSURANCE REQUIRMENTS**

The Subscriber shall maintain its self-insurance for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement. The cost of such self-insurance shall be borne by the Subscriber.