

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY FIRE DISTRICT 3 AND  
THE CITY OF BATTLE GROUND FOR FIRE AND EMERGENCY MEDICAL  
SERVICES**

This Interlocal Agreement, by and between Clark County Fire District 3 (“CCFD 3”), a duly incorporated special purpose district under the laws of the State of Washington, and the City of Battle Ground (“BG” or the “City”), a Washington municipal corporation, is for the provision of fire, emergency medical services, and other related services as set forth in the Request for Proposal issued by BG and the response submitted by CCFD 3 (BG and CCFD 3 are collectively referred to as the “Parties”).

WHEREAS, BG issued a Request for Proposal for the provision of emergency fire, medical, and other related services on approximately February 24, 2015, and;

WHEREAS, CCFD 3 provided a response to the Request for Proposal on or before June 1, 2015, the due date specified in the Request for proposal, and;

WHEREAS, BG determined through its process that CCFD 3 will provide BG with the highest and best service for all of the items enumerated in the Request for Proposal and the Response provided by CCFD 3, and;

WHEREAS, BG and CCFD 3 are desirous of entering into an agreement for CCFD 3 to begin providing the services outlined in its Proposal no later than 12:01 a.m. on January 1, 2016,

WHEREAS, both parties have the power, authority, and responsibility to provide protection services within their respective boundaries, and;

WHEREAS, such agreements as herein set forth are specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington (“RCW”), and by Chapter 52.12 of the RCW;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, BG and CCFD 3 hereto agree as follows:

**1. SCOPE OF SERVICES**

1.1 Proposal Response Incorporated by Reference. As a part of this Agreement, the parties hereby agree that CCFD 3’s Proposal Response is incorporated herein by reference and shall be an integral part of this Agreement. To the extent that there is a conflict between the language in this Agreement and the language in the Proposal Response of June 1, 2015 (“Proposal Response”), the language in this Agreement will control over the language in the Proposal Response.

1.2 Scope of Services. Commencing January 1, 2016, at 12:00:01 a.m., CCFD 3 shall render fire protection, suppression, emergency medical services, and other services stated in the

Proposal Response within the city limits of BG as the city is presently or hereafter may be constituted, endeavoring to do its part to maintain a fire protection rating from the Washington Surveying and Rating Bureau, or its successor rating agency, which is at least equivalent to the rating that BG holds as of December 31, 2015. BG recognizes that the overall fire protection rating system has parts not within the control of CCFD 3.

1.3 Training, Education, and Career Development. CCFD 3 will provide training and education to all of its firefighter and emergency medical service personnel in accordance with State, County, and local requirements. Furthermore, CCFD 3 will offer professional development and educational training opportunities for its unrepresented and civilian employees as future budgets allow.

1.4 City Fire Chief. The CCFD 3 Fire Chief shall be designated the City Fire Chief for purposes of statutory provisions, regulations, and the Battle Ground City Code. All other officers shall carry their corresponding title when they work within BG city limits.

1.5 Fire Marshall Services. CCFD 3 shall have the duty to provide Fire Marshall Services as outlined in the Proposal Response on page 13-14 submitted by CCFD 3. In addition, prior to the hiring of the Prevention Officer Fire District 3 will provide assistance in the completion of fire safety inspections on occupancies listed on the Battle Ground Fire Operational License list.

Fire District 3 will request assistance from the City for enforcement as described in Battle Ground Municipal Code as needed.

Fire District 3 will also provide plan review input as requested by the City Building Official.

Investigation services will be contracted with the Clark County Fire Marshalls Office.

1.6 Services Provided. CCFD 3 will provide the services as stated in its Proposal Response. The services generally include, but are not limited to, fire suppression services, emergency medical services, fire prevention services, and emergency management. From the inception of the contract, BG recognizes that CCFD 3 will make best efforts to comply with the Proposal Response but BG recognizes that it will take CCFD 3 some time to fully fulfill the requirements of the Proposal Response. CCFD 3 and BG shall regularly confer on a date for fully fulfilling the requirements.

1.7 Minimum Staffing Levels for BG Station. CCFD 3 will provide employees to at least meet the minimum staffing levels set forth in the Proposal Response.

1.8 Area of Service. CCFD 3 will provide service to the existing and future boundaries of BG.

## **2. TERM OF SERVICE AND TERMINATION**

2.1 Term of Service. The initial term of service shall be for six (6) years from January 1, 2016, beginning at 12:00:01 a.m., through December 31, 2021, at 11:59:59 p.m. This contract may be renewed once for a period of six (6) years. The renewal of the contract shall

occur automatically under the same terms and conditions unless the contract is terminated as provided within this contract.

2.2 Termination Before Six Years. The Parties acknowledge the significant investment encountered by entering into this agreement in terms of both finances and personnel resources. As a result neither BG nor CCFD 3 may terminate this agreement within the first six (6) years following the beginning of the provision of services except by mutual agreement of Both BG and CCFD 3 or for a Material Breach of this Agreement which the breaching party fails to cure within a reasonable amount of time after receiving written notice from the non-breaching party. Both BG and CCFD 3 intend by this section to provide both service stability to citizens and security to employees.

2.2 (a). Material breach means: (i) CCFD 3's failure to meet the Standard of Cover as described in the Proposal Response, and after meeting with and consulting with BG on how to remediate the issue(s) continues to not meet the Standard of Cover; (ii) BG's failure to timely pay the payments called for in Section 5 of this Agreement.

2.3 Termination Between Six Years and End of Contract. Except as stated above, this Agreement may be terminated by either BG or CCFD 3 when either party provides written notice to the other as provided for in this Agreement. Written notice to terminate the Agreement shall be given 365 days prior to the termination date. In the event that BG annexes into CCFD 3 prior to the expiration of this Agreement, or BG becomes part of a Regional Fire Authority ("RFA"), this Agreement shall remain in effect until the 31st day of December of the year preceding the year the District or RFA begins collecting taxes.

### 3. **STANDARD OF COVER**

3.1. Standard to be Followed. The Standard of Cover, in its current form or as modified in the future, is provided in Exhibit E of the Proposal Response. The Standard of Cover is reviewed annually. Should changes be sought to the Standard of Cover then CCFD 3 will work with BG on any proposed changes and provide a new Standard of Cover annually to BG as adopted by CCFD 3.

3.2 Response Coverage Exceptions. Exceptions to the Standard of Coverage may occur in unusual circumstances such as where there is a significant emergency event or events in the District, BG, or other areas which are under mutual aid agreement. Unusual circumstances and significant emergencies mean such matters as major earthquake, natural disasters, and other declared and recognized area wide emergencies.

3.3 Concurrent Emergencies. It is understood and agreed by BG and CCFD 3 that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers and automatic and/or mutual aid agreements. Nothing herein shall require CCFD 3 to respond first within BG as opposed to other areas protected by CCFD 3. Rather, BG and CCFD 3 recognize that responses to concurrent emergencies shall be determined by CCFD 3 based upon CCFD 3's operational judgment and without regard to where the concurrent emergencies occur.

3.4 Changes in Service. During the term of this Agreement, changes to the services provided may be mandated that are beyond the control of CCFD 3 or BG. In addition, BG or CCFD 3 may desire to change the services provided by CCFD 3. BG and CCFD 3 agree to negotiate changes to the services provided. Any changes should be reduced to writing as provided for in this Agreement. Should requested services incur significant costs then the parties must meet to consider options that include alternatives and the costs of such changes.

#### **4. EQUIPMENT PROVIDED BY BG**

4.1. Engines. BG currently owns two fire engines and attendant equipment that will be placed with CCFD 3 for use in its provision of emergency services through a separate lease. The two vehicles are a 2005 Pierce Pumper and a 2013 KEM Pumper. The vehicles will continue to be owned by BG. If any lease payments remain on either of the two Engines then BG shall continue to pay for the Engine until the amount is paid in full. The two engines supplied by BG will be used to supplement the fleet of vehicles that CCFD 3 will provide for use to BG which include, but are not limited to, a rescue vehicle, squad vehicle, tender, and other vehicles that CCFD 3 will have for dispatch from the BG station from time to time.

4.2. Maintenance of Engines. The Engines described above will be maintained and insured by CCFD 3. Maintenance will include routine maintenance, major repairs, collision damage, and other damage that would normally be encountered in the use of the Engines.

4.3. Replacement of Engines. CCFD 3 will assume complete responsibility for the replacement of the BG Engines so long as CCFD 3 continues to provide service at the time that the Engines need replacement. CCFD 3 will determine the time for replacement based upon industry standards, including but not limited to, the condition of the Engine, the age of the vehicle, the rate the Engine is out of service for repair, and other relevant factors in replacing the Engine. The replacement Engine shall be owned by CCFD 3. The replacement Engine shall be of the same or higher quality of the replaced Engine at the time the replaced Engine was new. CCFD 3 will monitor the condition of all vehicles, including the vehicles obtained from BG and will schedule replacement for all vehicles at the appropriate time.

4.4. BG Station. BG shall continue to own the current station located at 505 SW 1st Street, Battle Ground, Washington, 98604, but lease the BG Station to CCFD 3 through a separate lease. BG shall maintain its responsibility for maintaining the structural integrity of the outside walls and the roof. All other maintenance of the station shall be the responsibility of CCFD 3. CCFD 3 shall maintain the outside grounds and landscaping; maintain the paint on both the interior and exterior of the building; the bay doors and the mechanisms for opening and closing the bay doors; any remodeling of the interior; maintenance of the HVAC and replacement of the HVAC system should replacement become necessary in the sole discretion of CCFD 3, and; other maintenance required to maintain the BG Station in its current condition or better.

4.5 Hydrants and Water Service. BG agrees to continue to maintain all hydrant locations within the boundaries of BG and to provide sufficient water flow for the use in the suppression of fires or other emergency situations where water is needed from the hydrant.

4.6 Utilities. CCFD 3 shall pay for all utilities used at the BG Station. Utilities include phone service, electrical service, water for use at the station, natural gas service, cable or satellite television service, and any other utilities that are now or will be available in the future that CCFD 3 opts to use.

4.7 Other. BG will provide any information needed to allow CCFD 3 to perform its duties under this Agreement, including but not limited to items such as maps, coordinates, street closings, public works schedules, and other similar information important for CCFD 3 to adequately provide emergency services.

## 5. PAYMENT

5.1 Rate. CCFD 3 shall charge BG a rate that is equivalent to the same rate that the citizens of CCFD 3 are charged for fire protection services which will be \$1.42 or less unless BG approves of a higher rate at a later date. Should the amount of the increase of BG's assessed value exceed more than 8% over the year prior or drop below the amount of the year prior in any given year, then the parties shall meet to determine an appropriate resolution that results in a limitation of either the increase or decrease of applicable rates so that all services in the Proposal Response shall be maintained at the levels stated in the Proposal Response. Under no circumstances will the rate for BG drop below the equivalent of \$1.35. In the event that CCFD 3 determines that additional amounts are needed beyond the capacity they currently possess then CCFD 3 shall consult with and work with BG to reach a mutual decision on the need for an increase, the amount of the increase to be requested from the voters, and when to place the proposed increase on the ballot.

5.2 Payment Dates. BG shall make equal quarterly payments to CCFD 3 for the amounts due. This Agreement shall be paid as follows:

First quarter payment due on January 15;  
Second quarter payment due on April 15;  
Third quarter payment due on July 15, and;  
Fourth quarter payment due on September 15.

Interest shall begin to accrue at the rate of one and one-half percent (1.5%) per month on the outstanding quarterly balance on any quarterly payment that is not received by CCFD 3 within ten (10) days after the applicable dates set forth above.

5.3 No Unfunded Mandates. CCFD 3 and BG agree that BG shall not create any unfunded mandates for increased service by CCFD 3.

5.4 Other Charges as Allowed Under RCW 52.30.020. CCFD 3 may exercise such power as may be granted by RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state

institutions, or municipal corporations located within BG for such fire protection and prevention services; provided that the exercise of such power shall not result in a decrease in the Standard of Coverage, Exhibit E of the Proposal Response, unless the parties mutually agree otherwise.

5.5 Debts and Obligations. BG and CCFD 3, except as expressly set forth herein or as required by law, shall not be liable for any debts or obligations of the other.

## 6. INSURANCE

6.1 Insurance Policy by CCFD 3. CCFD 3 shall procure and maintain insurance as for the duration of the Agreement as follows:

CCFD 3 shall maintain its own insurance policy insuring damage to the fire station, the vehicles, real and personal property; against claims for injuries to persons or damage to property of non-CCFD 3 personnel or property. CCFD 3 shall also maintain motor vehicle insurance, as is appropriate, to provide coverage for any collisions that CCFD 3 and its various vehicles may be involved in. CCFD 3 shall maintain a commercial liability policy or its equivalent. The insurance policy should also provide for replacement value of the BG Station. For each policy CCFD 3 shall provide the above insurance in the minimum amounts of \$1,000,000.00 annually per occurrence/\$2,000,000.00 annual aggregate. The motor vehicle policy should provide for \$1,000,000.00 for any single limit for any vehicle. The motor vehicle policy shall provide for the replacement value of the BG Engines. BG shall be named as an additional insured on all policies.

6.2 Insurance by BG. BG shall procure and maintain insurance for the duration of the Agreement as follows:

BG shall maintain its own insurance policy insuring damage to the fire station, real and personal property; against claims for injuries to persons or damage to property of non-BG personnel or property. Other than fire vehicles that CCFD 3 will be operating, BG shall maintain motor vehicle insurance, as is appropriate, to provide coverage for any collisions that BG and its various other vehicles may be involved in. BG shall maintain a commercial liability policy or its equivalent. BG shall also provide an insurance policy equivalent to an landlord's policy, for replacement value of the BG Station. For each policy BG shall provide the above insurance in the amounts of \$1,000,000.00 annually per occurrence/\$2,000,000.00 annual aggregate. The motor vehicle policy should provide for \$1,000,000.00 for any single limit for any vehicle. CCFD 3 shall be named as an additional insured on all policies.

6.3 Documentation. BG and CCFD 3 each have the right to require certified copies of the insurance policies or equivalent of the other entity at any time.

6.4 Hold Harmless. CCFD 3 shall protect, defend, indemnify and hold harmless the city, its officers, employees and agents, from any and all costs, claims, judgments, or awards for damages arising out of or in any way resulting from the negligent or intentional acts or omission of CCFD 3, its officers, employees, and agents in performing this Agreement except for the sole negligence of BG. The City shall protect, defend, indemnify and hold harmless CCFD 3, its

officers, employees and agents, from any and all costs, claims, judgment or award of damages, arising out of or in any way resulting from the negligent or intentional acts or omissions of the City, its officers, employees, and agents in performing this agreement.

BG and CCFD 3 each agree that its respective obligation under this section extends to any claim, demand, or cause of action brought by or on behalf of any of its employees.

6.5 Workers' Compensation Insurance. BG and CCFD 3 agree to maintain Workers' Compensation Insurance in amounts required by the State of Washington.

## 7. REPORTING

7.1 Regular Meetings with BG. CCFD 3 and BG will agree on a meeting schedule to meet with each other, review developments, incidents, and other similar matters pertinent to the provision of services covered by this Agreement. The meetings shall occur every other week on average. CCFD 3 will provide a monthly report of activities for the City Manager to review with the BG Council.

7.2 Council Meetings. CCFD 3 will regularly attend BG Council meetings as schedules allow. This regular attendance will include an annual report, in addition to the monthly reports to the City Manager, to the BG Council on the activities of CCFD 3 in the preceding year along with any changes or upgrades anticipated for the coming year. CCFD 3 will also appear before the BG Council at other times as called for by the BG Council. Any request for attendance at a meeting of the BG Council will be made through the City Manager.

7.3 Noteworthy Events. In the event of a major fire or newsworthy medical emergency within the boundaries of BG, CCFD 3 will make a reasonable effort to contact the BG City Manager, at home if necessary, but no later than the first business day after the incident and provide a verbal or written report, not violating HIPAA regulations, conveying all known factual information relating to the incident. CCFD 3 will confer with the Public Information Officer for BG prior to making a press release for any event or activity within the city limits of BG.

## 8. NOTICE

8.1 Notice Requirements. All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing, if mailed by first class, postage pre-paid, or upon the date of signature, if delivered by an express delivery company such as FedEx or UPS. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following addresses:

a) Notice to BG shall be sent to:

City of Battle Ground  
Attn: City Manager  
109 SW 1st Street  
Battle Ground, WA 98604

b) Notice to CCFD 3 shall be sent to:

Clark County Fire District 3  
Attn: Chief  
17718 NE 159th Street  
Brush Prairie, WA 98606.

## **9. MODIFICATION**

This Agreement, with stated attachments, constitutes the entire Agreement between BG and CCFD 3. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties. Oral modifications are expressly not allowed. In the event that BG or CCFD 3 shall desire to renegotiate any provision of the Agreement, the party seeking renegotiation shall provide 90 days notice to the other party unless dictated differently by an emergency situation. The notice shall identify the provision or provisions to be renegotiated, the requested changes and shall state the reason(s) for the request. The party receiving the request shall respond within 90 days in writing and establish a time frame for any negotiations.

## **10. DISPUTE**

Any dispute that arises between the Parties shall require the Parties to attempt informal resolution through a meeting or meetings with each other. In the event that the meeting or meetings do not result in a resolution to the issue or issues then the Parties shall engage in mediation through a mediator who is a retired judge, state or federal, from the State of Washington. Should mediation not result in resolution of the issues between the Parties then and only then may the Parties seek redress in the Superior Court of the State of Washington. Jurisdiction and venue shall be in the Superior Court of the State of Washington in and for Clark County.

## **11. NO THIRD PARTY BENEFICIARY**

This Agreement is entered into for the benefit of BG and CCFD 3 only and shall confer no benefits, direct or implied, on any third persons.

## **12. HEADINGS**

Section titles or other headings contained in this Agreement are for convenience only and shall not be interpreted as a part of this Agreement.

## **13. JOINT PREPARATION**

This Agreement is and shall be deemed to be drafted as if both parties drafted the Agreement so that the Agreement will not be construed or interpreted against any of the Parties to this Agreement as if any one party originated or prepared the Agreement.



**14. SEVERABILITY**

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Agreement originally contemplated.

**15. COMPLIANCE WITH ALL LAWS**

CCFD 3 and BG shall comply with all applicable state, federal, and local laws in carrying out the terms of this Agreement.

**16. ATTORNEY FEES**

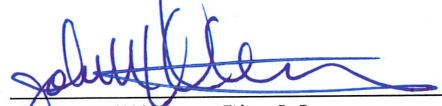
In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party shall be awarded its costs and shall be entitled to reasonable attorney fees as determined by the court.

**17. RECORDING**

This Agreement shall be recorded in an appropriate manner set forth by Washington statute.

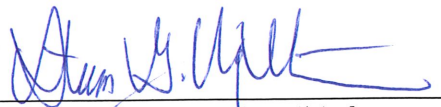
Dated this 9<sup>th</sup> day of September, 2015.

As approved by Battle Ground City Council

By:   
John Williams, City Manager

Dated this 25 day of August, 2015.

As approved by Clark County Fire District No. 3 Board of Commissioners

By:   
Steven Wrightson, Fire Chief

**AMENDMENT TO THE REQUEST FOR PROPOSAL FOR THE INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY FIRE DISTRICT 3 AND THE CITY OF BATTLE GROUND FOR FIRE AND EMERGENCY MEDICAL SERVICES**

The City of Battle Ground, Washington, ("BG"), and Clark County Fire District 3 ("CCFD3"), hereby replace the following language in Staffing the Battle Ground Fire on page 6 of the Request For Proposal dated June 1, 2015 in order to improve operational efficiencies.

From language;

**Second Initial Response Crew Between the hours of 7:00 A.M. and 7:00 P.M.**

- Two experienced career Firefighter EMT or Firefighter/Paramedics
- One or more Qualified Student Intern Firefighters

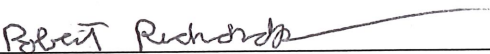
To language;

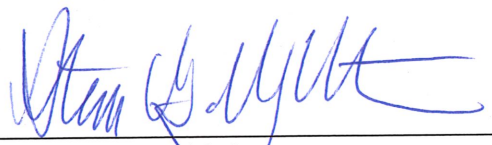
**Second Initial Response Crew Between the hours of 8:00 A.M. and 8:00 P.M.**

- Two experienced career Firefighter EMT or Firefighter/Paramedics
- One or more Qualified Student Intern Firefighters

This amendment shall be effective on this date.

Signed this 13 day of January, 2016.

  
\_\_\_\_\_  
Bob Richardson, City Manager  
City of Battle Ground, Washington

  
\_\_\_\_\_  
Steve Wrightson, Chief  
Clark County Fire District 3