

**ADAMS COUNTY FIRE PROTECTION DISTRICT NO. 5
AND THE
CITY OF OTHELLO**

**Fire Protection Agreement
January 2018**

This Agreement is entered into between the ADAMS COUNTY FIRE PROTECTION DISTRICT NO. 5, a municipal corporation, referred to as the "District" and the CITY OF OTHELLO, a municipal corporation, referred to as "City".

This agreement is entered into by the City under the authority of RCW 35A.11.040 and the District under authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

Recital: The parties agree and covenant as follows: The District and City have provided fire department services to their respective jurisdictions, for a number of years, while sharing the services of volunteer fire fighters and each providing separate facilities and equipment and a chief to oversee their respective operations. The District and City desire to more efficiently use their resources and personnel by this Agreement, whereby the District will contract with the City to provide fire department services to the City under the direction of the District Chief.

1. **Administration.** The administration of the facilities and personnel necessary to carry out the purpose of this Agreement shall be conducted by the designated Chief of the District.
2. **Selection of Chief.** In the event during the term of this Agreement that the District shall decide to select a replacement for the Chief, the City shall have a representative on any selection panel or committee that might be established.
3. **Effective Date and Termination of Agreement.** This Agreement shall be effective on January 1, 2018 for a term of Five (5) years minimum, automatically renewed unless terminated with two year prior written notice of termination given by the appropriate legislative body of the municipal corporation desiring to terminate this agreement, to the appropriate counter-part legislative body.
4. **Services. Agreed Upon Services.** See Appendix A.
5. **Report on Provisions of Services.** The District Shall provide to the City a written report of the services provided to the City pursuant to the provisions of this Agreement including the number and nature of responses by the District within the City. The report shall be provided to the City on a quarterly basis to be received on or before April 30, July 31, October 31, and January 31 of each year.
The January 31 report shall include a summary of the year's quarterly reports. An example of a quarterly report is attached hereto as Exhibit D.
6. **City Council Meetings and Agendas.** The City shall provide a copy of all City Council Meeting Agendas to the District at the same time they are provided to the city council.
7. **Service Limitations.**
 - 7.1 **Within the City.** The fire district is dependent upon a volunteer organization to provide

FIRE PROTECTION AGREEMENT

firefighters and as such cannot guarantee the amount of persons for service or response time, however, it is the intent of the district to provide service at a level consistent with the community needs.

- 7.2 Within the District. City facilities and equipment may be used for services within the District at the discretion of the Chief.
- 7.3 Outside the District. The District shall not use or commit the City's facilities or equipment for services provided outside the current Mutual Aid Agreement boundary, without prior approval of the Mayor, Mayor Pro-Tem or the Chairman of the Council Fire Committee. The City recognizes current District mutual aid agreements.
8. Payment by City for Services. In exchange for the services provided by the District as set forth in this Agreement, the City shall pay to the District a Service Fee at the rate and schedule as set forth in Appendix B.
9. Notification of Temporary Conditions. The City shall notify, in advance, the District's office of events that will temporarily interrupt emergency vehicle access routes or interrupt fire hydrant water service within the City.
10. City Annexations. The City agrees that it will advise the District, as early as possible, of any potential annexation and will discuss with the District any measures that may be necessary to mitigate the impact on the District. In the event the City boundaries are increased by reason of annexation, the parties will renegotiate 'in good faith Appendix B based upon the increased service such annexation requires of the District pursuant to this Agreement.
11. Major Developments. The City recognizes that major residential, commercial or industrial developments within the City could have a significant impact on the District personnel and training. The City agrees that in the event that any such development is proposed to be constructed in the City, the City will immediately notify the District, and will discuss with the District any measures that may be necessary to mitigate the impacts on the District.
12. Police Support. The police department cannot guarantee the amount of persons fitted and available for service or response time, however, it is the intent of the police department to provide service at a level consistent with community needs.
13. Maps. The City shall furnish the District, within thirty days of receipt, the most recent chart or maps showing all roads and hydrants, and shall keep the map up- to-date, in a timely manner, as changes and alterations are made.
14. Property Ownership. All property presently owned or hereafter acquired by the District to enable it to perform the services required under this Agreement, shall remain the property of the District in the event of termination of this Agreement. All property presently owned or hereafter acquired by the City to enable it to perform the services required under this Agreement, shall remain the property of the City in the event of the termination of this Agreement.
15. City Station Facilities and Equipment. The buildings and equipment owned by the City shall remain the property of the City. The District shall have full control and full use of the City's fire station facilities and equipment and all operations conducted in or out of the facility or use of the equipment shall be under the direct control of the Fire Chief. The District shall

FIRE PROTECTION AGREEMENT

maintain the station facilities and equipment in a neat and orderly manner. The District shall provide minor maintenance and operating expenses for the facilities and equipment. The District and City responsibility for maintenance and repair are delineated in Appendix C.

- 15.1 **Equipment Failure.** The District shall immediately notify the City in the event that City owned facilities or equipment fails to meet prescribed certifications or standards and shall upon request provide written reports describing testing performed, standards to be met, and authority of the prescribing standard.
 - 15.2 **Long Term Management.** To facilitate the best long term management and care of the City's facilities and equipment, at the time of the first annual meeting described in article 22, the District and City shall tour the city facility and review the condition of the facility and equipment. Necessary updates and proposed maintenance and improvements to maintain the City's facilities and equipment will be noted at this time.
 - 15.3 **Termination.** At the termination of this Agreement the District shall return the City fire station and equipment in the same condition as at the inception of this Agreement, normal wear and tear and damage by the elements excepted.
 - 15.4 **In consideration of the degree to which the District has control of City Station Facilities under this Agreement, the District agrees that it will indemnify and hold the City harmless for any injury to person or property occurring at a City Station Facility caused in whole or in part to a condition of the facility for which the District is responsible per Appendix C hereto.**
16. **Liability.** Each of the parties shall, at all times, be solely responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement. This indemnity and hold harmless shall include any claim made against either party by an employee of the party, even if the party is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. This limited waiver of immunity has been mutually negotiated.
17. **Insurance.**
- 17.1 **District.** The District shall provide insurance coverage for all facilities, equipment, and personnel owned, occupied, or implemented by the District. The insurance shall include: all risk property insurance, insuring the District equipment and buildings at replacement cost; general liability insurance, including error and omission coverage with a policy limit of \$2,000,000 (two million dollars); vehicle insurance, including comprehensive and collision coverage at replacement cost; and liability coverage with the limit of \$2,000,000 (two million dollars). The District shall furnish to the City the appropriate documentation showing that the coverage is in effect and that the City is an additional insured on the policies.
 - 17.2 **City.** The City shall provide insurance coverage for all facilities and equipment of the City. The insurance shall include: all risk property insurance, insuring the City equipment and buildings at replacement cost; general liability insurance, including error and omission coverage, with a policy limit of \$2,000,000 (two million dollars); vehicle insurance, including comprehensive and collision coverage at replacement cost; and liability coverage with the limit of \$2,000,000 (two million dollars). The City

FIRE PROTECTION AGREEMENT

shall furnish to the District appropriate documentation showing that the coverage is in effect and that the District is an additional insured on the policies.

18. **Volunteer Firefighters.** All volunteer firefighters shall be volunteers of the District and all compensation paid to the volunteers as reimbursement for expenses shall be paid by the District.
19. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in the Agreement, shall be deemed to have given at the time of delivery. Such notice may be personally hand delivered, mailed by first class postage pre-paid; provided the notice is delivered to the address as stated in this Agreement or at such address as the respective party may designate, in a timely manner, at any time in writing.
20. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. The parties agree that this agreement supersedes all of the parties' previous understandings and agreements, written and oral, and that there are no terms, obligations, covenants or conditions other than those contained herein.
21. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. The District makes 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. The duty of the District to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to the City its residents or visitors.
22. **Annual Meeting.** The Board of Commissioners of the District and the Council Committee shall meet biannually to review operation of the fire department during the preceding year, review Appendices A, B and C, and to discuss the operating and capital improvement needs for the future. The meetings shall be scheduled at the regularly schedule District Commissioner meetings in April and October. Either party may request a special meeting if the need arises.
23. **Representative.** The City representative for all notices required under this Agreement shall be the Mayor or the City Administrator. The District representative for all notices required under this act shall be the Chief or Assistant Chief.
24. **Dispute Resolution.** The parties confirm that all disputes regarding the rights, duties, liabilities of performance under this Agreement shall be first addressed by discussions between the City's Fire Department Committee of City Council Members and the Commissioners of the District. In the event such discussions do not resolve the dispute, the dispute shall be settled first by mediation, then by final binding arbitration.
25. **Renegotiating of Terms.** With the exception of the term of this Agreement provided in paragraph 3, either party that wishes to renegotiate any provision of this Agreement may give to the other party sixty (60) days written notice of such intent, setting forth the provisions to be renegotiated. The parties agree that in the event of such notice they shall engage in good faith negotiation. This Agreement may be revised at any time by agreement of the parties and shall be binding and effective when evidenced by a written agreement which has been executed by both parties in the same manner as this agreement.

FIRE PROTECTION AGREEMENT

- 26. Relationship Between the Parties. No employee, agent or representative of the District shall be deemed an employee, agent or representative of the City. The Chief or District personnel designated by the Chief, shall have the authority to enter and inspect buildings as prescribed by the International Fire Code and modified by City ordinance. This agreement shall not prevent an employee, agent or representative of the City from serving as a volunteer fire fighter.
- 27. Remedies. In addition to the termination provisions of this Agreement, the parties confirm that they have all the remedies of law or equity in the event of a breach of the Agreement, including the right of specific enforcement.
- 28. Appendices A, B, C and Exhibit D (attached hereto) are expressly made part of this Agreement as if fully set forth herein.

DATE: 2/13/18

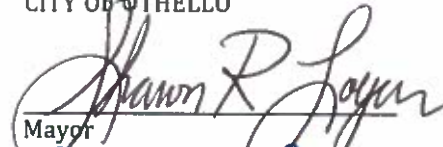
DATE: 2-13-18

ADAMS COUNTY FIRE DISTRICT #5


CITY OF OTHELLO



District Chair



Mayor



Attest



Attest

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**Fire Protection Agreement
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Appendix A

The District shall provide the following Services, unless designated as City provided;

1. Fire Suppression.

- a. The District shall provide fire suppression for all properties and persons presently within, or which may be annexed to the City including City owned or leased real and personal properties at a level that is commensurate with the provision of such services by a fire department operated by a municipality in circumstances similar to the City. It is the intent of both parties that the parties maintain and upgrade services to support the fire insurance ratings for properties within the City that exist at the inception of this Agreement, including a training program. In the event of simultaneous fires with the City and outside the City whereby facilities of the District are taxed beyond its ability to render equal protection, the officers and agents of the District shall have sole discretion as to which call shall be answered first. In this fact situation, the City agrees not to sue the District, provided the District's officers and agents acted in good faith. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.
- b. The District shall provide pre-fire planning program.

2. Fire Inspections.

- a. The District shall provide personnel certified by the International Committee of Building Official to conduct Fire and Life Safety Inspections of all structures, other than single and two family dwellings, and new construction plan review services, for all structures as prescribed by the International Fire Code as adopted by the State of Washington and amended by City Ordinance. The District shall prepare and follow a schedule of building inspection that inspects all listed buildings once each year; except the District shall inspect schools one time each half year.
- b. The City shall provide a list of all structures other than single and two family structures including building address, owner name and owner address.
- c. The City shall provide plans for review in a District approved format.
- d. The City and District acknowledge that the District has no authority or duty to enforce the provisions of the code or to enforce ordinances of the City, except under the terms of this Agreement. The Chief or designated personnel shall report to the city code enforcement official, in a timely manner, in writing, violations of the International Fire Code and shall cooperate with the City officials to enforce the provisions of the building and fire code. The City agrees that all court costs and other legal costs incurred in the enforcement of the International Fire Code within the City Limits shall be paid by the City and shall not be considered an operating expense of the District.

Appendix A

4. Fire Prevention Education.
 - a. The District shall prepare and implement a regular program of fire prevention education.
5. Training. The District shall provide the following:
 - a. Officer Training - 16 hours per year for Officers.
 - b. Live burn training - 6-8 hour per year.
 - c. Increased Volunteer training as determined by Training Officer.
 - d. Fire Inspector. Continuing education. 16 hours per year.
 - e. Fire Investigator. Continuing education and 1 new position.
 - f. Training with Mutual Aid Partners - as determined by Training Officer.
6. Vehicle Maintenance. The District shall provide the following:
 - a. Yearly road test and documentation.
 - b. Yearly weight verification and documentation.
 - c. Daily apparatus checks.
 - d. Routine service by certified Emergency Vehicle Technician.
7. Equipment Maintenance, Testing & Replacement. The District shall provide the following:
 - a. Ground ladder testing - Yearly.
 - b. Hose testing. All 1-3/4", 2-1/2" and Large Diameter Hose. Yearly
 - c. Hose rotation and Hose replacement. Yearly as determined by age and testing.
 - d. Nozzle testing. Yearly
 - e. Hydrant testing.

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**Fire Protection Agreement
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Appendix B

1. **RATES AND COMPENSATIONS.** With the previous, ongoing and future expected construction and development of new residences and commercial properties within the boundaries of the City, the following rate schedule is necessary to equitably reflect the benefits derived by each party as a result of said construction and development, as well as prepare for future fire service needs within the City. Payments by the City to the District of the scheduled amounts shall occur in two semi-annual payments one on or before May 1 and one on or before October 1 of each year.

2.
 - a. Effective January 1, 2018, the City shall pay the District an amount as determined by the following formula.
 - i. Using the City's 2017 property valuation as determined by the Adams County Assessor, multiply at a rate of \$0.60/\$1,000.00.

 - b. Effective January 1, 2019, the City shall pay the District an amount as determined by the following formula.
 - i. Using the City's 2018 property valuation as determined by the Adams County Assessor, multiply at a rate of \$0.60/\$1,000.00.

 - c. Effective January 1, 2020, the City shall pay the District an amount as determined by the following formula.
 - i. Using the City's 2019 property valuation as determined by the Adams County Assessor, multiply at a rate of \$0.625/\$1,000.00.

 - d. Effective January 1, 2021, the City shall pay the District an amount as determined by the following formula.
 - i. Using the City's 2020 property valuation as determined by the Adams County Assessor, multiply at a rate of \$0.625/\$1,000.00.

 - e. Effective on January 1, 2022 and effective thereafter, the City shall pay the District an amount as determined by the following formula.
 - i. Using the City's 2021 property valuation as determined by the Adams County Assessor, multiply at a rate of \$0.65/\$1,000.00.

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**Fire Protection Agreement
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Appendix C

Appendix C is part of the Fire Protection Agreement as referenced in Article 15 of that Agreement.

The District and City responsibility to maintenance and repair:

City Facility: The City shall maintain those basic structural parts of the Premises, which the parties agree to be exterior walls, roof, foundation, and the basic electrical and plumbing systems. City shall maintain all light fixtures, plumbing fixtures, and heating and cooling systems. The City shall maintain the building exterior and exterior ground cover provided by the City, in a neat and orderly appearance.

District: The District shall maintain the interior portion of the Premises and overhead doors in a good state of repair and a neat and orderly appearance; except for reasonable wear and tear and damage caused by unavoidable casualty, the District shall at all times preserve the Premises in as good a state of repair as when the District took possession of the Premises. The district shall not make alterations, additions or improvements in or on the said premises without prior written consent of the City. The district shall provide operating supplies and pay utility expenses.

City Equipment: The City shall be responsible for major repair of the City equipment. The nominal minimum level repair expense considered a major repair shall be \$1,000.00.

District: The District shall be responsible for minor repair, maintenance and operating expenses of the City equipment.

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**Fire Protection Agreement
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Exhibit D

Exhibit D is part of the Fire Protection Agreement as referenced in Article 5 of that Agreement.

The District Shall provide to the City a written report of the services provided to the City pursuant to the provisions of this Agreement including the number and nature of responses by the District within the City.

The attached sample indicates the headings that may be reported on each quarter.

Adams County Fire District 5 20XX Xth Quarter City Report

Facilities

Currently the City Fire Station is in good operating condition. Two years ago, we found that a fire station apparatus floor is required to be non-skid by WAC 296-305-06509 (4) Floors shall have slip-resistant surfaces on areas where personnel would normally mount or dismount apparatus. This item has been identified as one of the Dirty Dozen, which is a list of 12 findings that the Department of Labor and Industries commonly discovers.

Apparatus

All City owned apparatus are currently in service. Command unit 8100 front bumper was cracked after ice built up behind it this winter and cracked the corner of the plastic. The District had the bumper replaced and painted. We were notified of a recall for 8100 and while that work was being completed additional work was performed on unit that had been discovered during the recall process Bud Clary provided the service work at District cost.

Equipment

Our annual bunker (PPE) replacement program continued this year replacing two complete sets, we also replaced 25 pairs of structure firefighter boots with an updated leather boot.

Training

During 2017 District 5 offered the following trainings to our firefighters.

- Blood Borne Pathogens awareness
- SCBA quarterly training
- Asbestos awareness and the Emergency Response Guidebook
- SCBA Fit testing
- Pre incident tour

Fire Code Trainings

- Fire sprinkler freeze protection
- Interconnection of fire alarms and sprinklers
- Public fireworks display inspections and permits
- IFC Chapter 38

Commercial Fire Inspections

Staff worked to resolve fire code issues with fire sprinklers at Linage Cold Storage, fire alarm requirements at the 7th ave LDS Church.

XXX Commercial fire inspections were completed in 2017

Fire Prevention

-

Adams County Fire District 5 20XX Xth Quarter City Report

Incidents

- Fires *****
- Rescue EMS type response
- Hazardous conditions
- Service call
- Good Intent
- False Alarm

Total 4th quarter incidents

Total 2017 incidents

Total 2016 incidents

Plan Review and construction inspections/testing

- 335 S Broadway storage building plan review
- Yogurt Shop plan review

Plat/SEPA review

- Sand Hills Estates preliminary plat
- Columbia corridor SEPA

Other

- City fireworks permit
- City fireworks standby and inspection

Note

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