

**INTERLOCAL AGREEMENT BETWEEN
SOUTH PEND OREILLE FIRE AND RESCUE AND THE CITY OF NEWPORT
FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement, by and between the South Pend Oreille Fire and Rescue (“SPOFR”), a duly incorporated special purpose district under the laws of the State of Washington, and the City of Newport (“Newport” or the “City”), a Washington municipal corporation, is for the provision of fire, emergency medical services, and other related services, SPOFR and the City are referred to collectively herein as “the Parties”.

WHEREAS, the City’s existing contract for fire protection and emergency medical services ends on December 31, 2023;

WHEREAS, SPOFR is capable of providing the City with comprehensive fire suppression, fire prevention, review and inspection services, emergency hazardous substances response, and emergency medical services, and other service incidental to the protection of persons and property (hereinafter “Fire Services”) in the City;

WHEREAS, the City and SPOFR are desirous of entering into an agreement for SPOFR to begin providing Fire Services January 1, 2024,

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 RCW;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and SPOFR hereto agree as follows:

1. SCOPE OF SERVICES

1.1 **Scope of Services.** SPOFR shall render fire protection, suppression, emergency medical services, and other services within the City’s limits 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 SPOFR holds as of December 31, 2023. The City recognizes that the overall fire protection rating system has criteria which may not be within the control of SPOFR. Such services shall be rendered on the same basis as such protection is rendered to other areas within the District or with which the District has contracts, but the District assumes no liability for failure to do so by reason of any circumstances beyond its control.

1.2 **Training, Education, and Career Development.** SPOFR will provide training and education to all of its firefighter and emergency medical service personnel in accordance with State, County, and local requirements. All employees, staff, and volunteers of SPOFR shall complete and pass a background check. SPOFR shall coordinate with the Newport Police Department to ensure the background check is adequately performed.

1.3 **Area of Service.** SPOFR will provide service to the existing and future boundaries of the City. The Parties agree to work toward annexation of the city by the SPOFR during the term of this Agreement.

2. **TERM OF SERVICE AND TERMINATION**

2.1 **Term of Service.** The initial term of service shall be for five (5) years beginning January 1, 2024.

2.2 **Termination Before Five 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 the City nor SPOFR may terminate this agreement within the first one (1) year following the beginning of the provision of services except by mutual agreement of both Parties, 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 the City and SPOFR intend by this Section to provide both service stability to citizens and security to employees.

2.3 **Termination.** Either Party may terminate this Agreement in whole or in part, after the first year of this agreement expires, by providing 180 day written notice to the other party prior to the intended date of termination.

2.4 **Concurrent Emergencies.** It is understood and agreed the City and SPOFR 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 SPOFR to respond first within the City as opposed to other areas protected by SPOFR. Rather, the City and SPOFR recognize that responses to concurrent emergencies shall be determined by SPOFR based upon SPOFR's operational judgment and without regard to where the concurrent emergencies occur.

2.5 **Changes in Service.** During the term of this Agreement, changes to the services provided may be mandated that are beyond the control of SPOFR or the City. In addition, the City or SPOFR may desire to change the services provided by SPOFR. The City and SPOFR 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.

3. **EQUIPMENT PROVIDED BY THE CITY.**

3.1 **Use of Facilities.** SPOFR shall have full use of the building and parcel located on property #19073 and partial use of the Fire Station as agreed to between the parties. Either party may request that this use be formalized by a lease agreement between the parties.

3.2 **Equipment and Engines.** The City currently owns two fire engines and attendant equipment that will be made available to SPOFR for no charge for use in its provision of emergency services. The vehicles will continue to be owned by the City. The two engines supplied by the City are intended to supplement the fleet of vehicles that SPOFR will utilize in the performance of its services to the City. In addition, SPOFR may utilize any and all fire suppression equipment owned

by the City for no charge.

3.3 **Maintenance of Engines and Fire Suppression Equipment.** The Engines and fire suppression equipment described above will be maintained and insured by the City – subject to the provisions of section 3.6 below.

3.4 **Hydrants and Water Service.** The City agrees to continue to maintain all hydrant locations within the boundaries of the City and to maintain at least existing water flow at the hydrants for the use in the suppression of fires or other emergency situations.

3.5 **Other.** The City will provide any information needed to allow SPOFR 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 SPOFR to adequately provide emergency services.

3.6. **Purchase of Equipment.** After the first calendar year of this Agreement, the City and SPOFR agree to meet and confer to discuss SPOFR's acquisition of the City's equipment and engines. Before the City sells any equipment or engine, it will first provide notice to SPOFR and allow SPOFR the first right of refusal.

4. PAYMENT

4.1 **Payment.** For the first (1) year of this Agreement, the City shall pay SPOFR a total of \$100,000. For each year thereafter, the City shall pay SPOFR The total amount of the \$1.00 per thousand collected from the fire levy minus cost to provide insurance deemed necessary by the City to insure all real property used by SPOFR, utilities provided to the real property, and maintenance costs associated with the real property. Notice of the amount will be provided from the City to SPOFR in December of each year for the following year.

4.2 **Payment Dates.** The City shall make biannual payments to SPOFR for the amounts due. This Agreement shall be paid as follows:

First payment due on May 31st
Second payment due on November 30th

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 SPOFR within ten (10) days after the applicable dates set forth above.

4.3 **Debts and Obligations.** The City and SPOFR, except as expressly set forth herein or as required by law, shall not be liable for any debts or obligations of the other.

4.4 **Improvements.** The City will utilize \$100,000 the first year for improvements which include insulation, painting, heat source improvements, lighting, and keypads, in addition to other improvements as may periodically be agreed to by the City and SPOFR for the term of this Agreement for the portion of the Fire Station used by the SPOFR and the building and parcel located on property #19073.

4.5 **Future Changes.** In the event that SPOFR determines that additional amounts are needed beyond the capacity they currently possess then SPOFR shall consult with and work with the City to reach a mutual decision on the need for an increase, the amount of the increase to be requested from the voters, and whether or when to place the proposed increase on the ballot.

5. INSURANCE

5.1 **Insurance Policy by SPOFR.** SPOFR shall procure and maintain insurance as for the duration of the Agreement as follows:

SPOFR shall maintain its own insurance policy insuring damage to its fire stations, vehicles, real and personal property; and its own insurance policy insuring against claims for injuries to persons or damage to property of non- SPOFR personnel or property. SPOFR shall also maintain motor vehicle insurance, as is appropriate, to provide coverage for any acts or admissions resulting in damages that SPOFR and its various vehicles may be a party to. SPOFR shall maintain a commercial liability policy or its equivalent. For each policy SPOFR 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 City shall be named as an additional insured on all policies.

5.2. **Insurance by The City.** The City shall procure and maintain insurance for the duration of the Agreement as follows:

The City shall maintain its own insurance policy insuring damage to the fire station, real and personal property and its own insurance policy insuring against claims for injuries to persons or damage to property of non-City personnel or property. Other than fire vehicles that SPOFR will be operating, the City shall maintain motor vehicle insurance, as is appropriate, to provide coverage for any acts or omissions resulting in damages that the City and its various other vehicles may be a party to. The City shall maintain a commercial liability policy or its equivalent. The City shall also provide an insurance policy equivalent to an landlord's policy, for replacement value of the City's Station and adjacent building located on property #19073. For each policy the City 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. SPOFR shall be named as an additional insured on all policies.

5.3. **Documentation.** The City and SPOFR each have the right to require certified copies of the insurance policies or equivalent of the other entity at any time.

5.4. **Hold Harmless.** SPOFR 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 SPOFR, its officers, employees, and agents in performing this Agreement except for the negligence of the City. The City shall protect, defend, indemnify and hold harmless SPOFR, 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 except for the negligence of SPOFR. The City and SPOFR 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.

5.5. **Workers' Compensation Insurance.** The City and SPOFR agree to maintain Workers' Compensation Insurance in amounts required by the State of Washington.

6. REPORTING

6.1 **Meetings with The City.** The City and SPOFR 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. SPOFR will provide a monthly report of activities for the City Administrator to review with the City Council.

6.2 **Council Meetings.** SPOFR will attend City Council meetings as schedules allow, but at minimum on SPOFR will attend quarterly City Council meetings. This attendance will include a quarterly report, in addition to the monthly reports to the City Administrator, to the City Council on the activities of SPOFR in the preceding quarter along with any changes or upgrades anticipated for the coming quarter. SPOFR will also appear before the City Council at other times as called for by the City Council. Any request for attendance at a meeting of the City Council will be made through the City Administrator.

6.3 **Noteworthy Events.** In the event of a major fire or newsworthy medical emergency within the boundaries of the City, SPOFR will make a reasonable effort to contact the City Administrator, 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. SPOFR shall confer with the City Administrator prior to making a press release for any event or activity within the city limits.

7. NOTICE

7.1 **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 the City shall be sent to:

City of Newport
Attn: City Administrator
200 S. Washington Ave
Newport WA 99156

b) Notice to SPOFR shall be sent to:

SPOFR
Attn: Chairman, Board of Commissioners
325272 U.S. Hwy 2
Newport, WA 99156

8. MODIFICATION

This Agreement, with stated attachments, constitutes the entire Agreement between the City and SPOFR. 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 the City or SPOFR 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.

9. 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 Pend Oreille County.

10. NO THIRD PARTY BENEFICIARY

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

11. 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.

12. 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.

13. 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.

14. COMPLIANCE WITH ALL LAWS

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

15. 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.

16. RECORDING

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



KEITH CAMPBELL, MAYOR
CITY OF NEWPORT



SOUTH PEND OREILLE FIRE AND RESCUE
1/4/24