

**City Of Woodland**  
**City Council Meeting Agenda Summary Sheet**

**Agenda Item:**

Authorize Mayor to sign the amendment to the contract /service agreement with Clark County Fire and Rescue for Fire Protection and Emergency Services.

**Agenda Item #:** ( V-G ) Action

**For Agenda of:** 2/19/2013

**Department:** Fire

**Date Submitted:** 2/12/2013

**Cost of Item:** \$0

**Amount Budgeted:** \$0

**Unexpended Balance:** \_\_\_\_\_

**BARS #:** NA

**Description:** NA

**Department Supervisor Approval:** Mike Jackson, Fire Chief / s /

**Committee Recommendation:** \_\_\_\_\_

**Agenda Item Supporting Narrative:**

*Attached Amendment to the Contract for Service.*

**Summary Statement/Department Recommendation:**

The City of Woodland has authorized a contract for Service with Clark County Fire and Rescue. The contract is anticipated to be effective on March 1. The attached amendment accurately addresses personnel to be transferred to Clark County Fire and Rescue along with the employment guarantees provided to them by Clark County Fire and Rescue. This amendment addresses minor clarifications that were requested by employees regarding their future employment with Clark County Fire and Rescue. The remainder of the contract remains unchanged from when it was approved by the City Council.

This amendment provides no substantive change to the contract, price for service, or other implications. This amendment simply clarifies employment details relating to the employment transfer of existing City of Woodland Employees it terms of seniority, pay, and efforts undertaken to address concerns of the collective bargaining units.

**SERVICE AGREEMENT**  
between  
**CITY OF WOODLAND**  
and  
**CLARK COUNTY FIRE & RESCUE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_, by and between the **CLARK COUNTY FIRE & RESCUE**, hereinafter referred to as "District," and the **CITY OF WOODLAND**, hereinafter referred to as "City," both Municipal corporations created and existing under the laws of the State of Washington.

**WHEREAS**, the District presently furnishes certain basic fire protection services within its boundaries, including fire suppression, rescue, hazardous material spill response, fire vehicle maintenance, fire prevention, pre-fire inspections, public education and emergency medical services as well as the administrative services necessary to support said programs; and,

**WHEREAS**, The City desires to contract for essential fire fighting, emergency medical and fire protection services for the City of Woodland; and,

**WHEREAS**, The City has entered into an Interlocal Service Agreement with the Clark County Fire Protection District No. 2 "District 2 Agreement" and desires to contract for essential fire fighting, emergency medical and fire protection services necessary to meet its obligations under the District 2 Agreement ; and,

**WHEREAS**, Chapter 39.34 of the Revised Code of Washington authorizes local governments to enter into agreements for joint or cooperative action furnishing area-wide emergency services; and,

**WHEREAS**, the parties desire to provide for a more economical and efficient means of providing fire suppression, rescue, hazardous material spill response, fire vehicle maintenance, fire prevention, pre-fire inspections, public education and emergency life support services within the respective jurisdictions of each party by maximizing the use of their personnel, facilities and equipment;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the parties do hereby agree as follows:

1. **TERM:**

The term of this Agreement shall be for a period of six (6) years, commencing on January 1, 2013, and ending on the 31st day of December, 2018, unless said term shall be extended by mutual agreement or terminated as outlined in Section 15.

2. **SERVICE AREA:**

The services contracted for herein shall be provided within the corporate limits of the City of Woodland, State of Washington and shall be known as the Primary Contract Service Area; and the geographical areas lying within the borders of Clark County Fire Protection District No. 2 and shall be known as the Sub-Contract Service Area.

3. **THE CITY SHALL:**

- a. Pay to the District compensation, for services provided within the Primary Contract Service Area, based on a formula calculated by multiplying the *assessed value* (AV) of all properties lying within the City of Woodland by the following rates:

<u>Effective Date</u>	<u>Annual Rate per \$1,000/AV</u>
01-01-13	2012 AV x \$1.50
01-01-14	2013 AV x \$1.50
01-01-15	2014 AV x \$1.50
01-01-16	2015 AV x \$1.50
01-01-17	2016 AV x \$1.50
01-01-18	2017 AV x \$1.50

*Assessed value* shall be the "regular" assessed valuation established annually by the Cowlitz and Clark County Assessors' Office for the year specified. The starting AV for the purposes of this agreement shall be the assessed value of \$586,345,222 which will be the base AV for the 2013 rate of compensation.

To address the potential of a drop in assessed value the parties further agree that in addition to any new construction or annexations of property not currently in the City, the increase in payments from 2014 through 2018 shall not be less than the beginning assessed value of \$586,666,670 times the rate as outlined in Section 3(a) above.

Payments shall be made in four equal quarterly payments on January 31, April 30, July 31 and October 31.

- b. Pay to the District compensation, for services provided within the Sub-Contract Service Area, a rate of \$1,150 per call based on the total number of fire, EMS, and other emergency calls for service.

The total number of calls will be based on the total of all calls occurring within the boundaries of Clark County Fire Protection District No. 2 for the previous calendar year. For the purposes of this agreement the total call count for the 2013 budget year is set at 134 calls. This compensation shall also be billed and paid on a quarterly basis.

- c. In addition to the quarterly compensation payments specified in Section 3(a) and (b) above, periodic payments may be made to the District under the following terms and conditions:

- (1) Regulatory Mandates.

- Compensation to the District for implementation of federal, state or local mandatory regulations shall be determined by negotiation. Unless otherwise agreed, and wherever practical, the District shall present to the City alternative methods of implementing the mandated changes within the Primary and Subcontract Service Areas and their estimated costs. The effective date for compensation under this section shall be the date the provisions of said regulations are implemented by the District.

- d. Provide and make available to the District for its use any City-owned fire vehicles and equipment and any District No. 2-owned fire vehicles and equipment that the City has a contractual right to use under the District 2 Agreement. At a minimum the City agrees to provide two Class 'A' engines and one ladder truck for the District's use during the term of this agreement and any additional vehicles and equipment purchased as part of the City's Fire Capital Facilities Plan or District No. 2 plans. Routine maintenance and upkeep on said vehicles will be the responsibility of the District. Replacement of said vehicles will remain the responsibility of the City. The District agrees that, at the time of execution of the Agreement, no major repairs or replacements are deemed necessary and that all vehicles are in an approved state of condition.

- All City-owned and District-owned fire vehicles customarily housed at the Woodland Fire Stations will be marked with the Woodland identity clearly visible.

- e. Agree to continue to impose and collect its fire impact fee. The City shall have the discretion to use said funds toward current fire-related capital debt (ALF engine and land for new fire station). Once the current fire-related debt is satisfied, the City shall have the discretion to use said funds toward those items identified in the Fire Capital Facilities Plan as

adopted by the City Council or to transfer the funds to the District for the purchase of those items.

- f. Furnish without charge such quantities of water and the use of fire hydrants as the District may require or be able to use in its fire fighting and training operations within the City, whenever and so far as such water is available from the City's water system.
- g. Give the District written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations which would significantly affect the District's ability to provide the services set forth herein or which would substantially increase or change the level of services required. It is further agreed that the City will allow the District to review and provide input on any and all construction and development projects that may affect the District's ability to provide the services set forth herein.
- g. Notify the District by telephone in the event the City shall make any changes in the road or street network within the City, shall temporarily or permanently close any road or street to vehicular traffic or shall become aware of any changes or interruptions in the water service to any area within the City.

**4. THE DISTRICT SHALL:**

- a. Respond to all fire, emergency medical, and hazardous material alarms within the City and District No. 2, provide fire prevention, pre-fire inspection, community services and such other usual and customary services as are provided within the District. It is the intent of the District to staff the District 2 Station in the manner specified in the District 2 Agreement and to staff the primary Woodland Station with a combination of paid and volunteer personnel in a similar manner as its other fire stations. The District agrees to work cooperatively with the City to maintain an ISO protection class rating of six (6) for the City. It is specifically understood and agreed by the City that the District may, in responding to specific incidents or requests for assistance, rely on support provided through mutual aid or interlocal cooperation agreements in addition to its own personnel, vehicles and equipment.
- b. The City recognizes that the Primary and Sub Contract Service Areas are located outside of the boundaries of the District. The District makes no guarantee or assurance of providing responses within any specific period of time or of the number or 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, District 2 or the property owners, residents or occupants of the Primary and Sub Contract Service Areas.

- c. Agree that during the term of this agreement, all emergency medical services and fire protection services supplied by the District, and the vehicles and personnel used to supply such services will, subject to budgetary limitations, meet the statutory and regulatory requirements set forth in Chapter 18.71, 18.73 and 296-305 RCW and Chapter 246-976 WAC.
- d. Insure for replacement value and provide regular upkeep and maintenance for any City-owned or District 2-owned vehicles and equipment that are in the care, custody and control of the District.
- e. Give the City written notice at least ninety (90) days in advance, and discuss, prior to implementation, any operational changes or new programs, which may impact future costs of fire service to the City or District 2.
- f. Maintain suitable records of all services provided herein (including monthly maintenance records on City-owned and District No. 2-owned vehicles and equipment) and all inspections performed in accordance with the Agreement in accordance with the applicable Washington State Department of Archives record retention schedule. All such records shall be available for inspection or audit by the City or its authorized agent, upon reasonable notice, during the District's regular business hours. Pertinent records shall be made available to the City from the District without cost, when requested by the City.

**5. USE OF EQUIPMENT:**

It is mutually understood and agreed that the fire fighting vehicles and equipment owned by the District, the City and District 2 will be used both within the City, within both Districts, and for automatic response and mutual aid on a non-exclusive basis.

**6. CITY AND DISTRICT No. 2 STATION FACILITIES:**

The fire stations owned by the City of Woodland and Fire District 2 shall remain the property of the City and Fire District 2. The District shall have full use of the current fire stations and shall maintain said stations and grounds in a neat and orderly manner. The District will provide for minor, routine maintenance of the facilities.

The City shall provide for major repairs (Defined herein as repairs in excess of \$5,000 and any renovations or capital improvements of such facilities that might be required during the term of the Agreement or any extensions thereof. The District agrees that, at the time of execution of the Agreement, no major repairs

or additions are deemed necessary and that the facility is in an approved state of condition. The City also agrees to provide water, electric, sewer, garbage and telephone service to the City Hall station. The cost of said services will be split between the City and the District on a 80/20 basis; with the District paying 80% of the cost of said services and the City paying 20% of the cost of said services. Cost of said services to the remaining two stations will be paid by the District.

The district will provide their own information technology services as needed at the City and District No. 2 Facilities.

**7. 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 the termination of this Agreement. All property presently owned or hereafter acquired by the City or District No. 2 to enable it to perform the services required under this Agreement, shall remain the property of the City or District No. 2 in the event of the termination of this Agreement.

**8. FUTURE CAPITAL NEEDS:**

The City agrees to continue collecting fire impact fees and will work with the District to identify future capital fire needs and include those needs in the Fire Capital Facilities Plan as adopted by the City.

The City agrees to work with the District in identifying grants and other funding sources or additional fees directly tied to large commercial developments to assist the District's purchase of Fire Capital needs that directly benefit the City. In the case of additional fees associated with large commercial developments, the District will work closely with the City to identify which projects qualify and an equitable amount based on size and the impacts on emergency services.

**9. STAFFING:**

- a. **City Personnel.** Except as provided in Paragraph 9.a.1, on the effective date of this Agreement, the District shall become the employer of the City employees identified in Exhibit 'A'. The City employees shall be transferred to the District at the same wages and benefits at a level no less than the employees are currently earning from the City. The City shall be responsible for payment of any accrued employee leave and no accrued leave shall be transferred to the District.

- a.1. The City is receiving SAFER Grant funding to support the position of Volunteer Coordinator, Kevin Saari, who shall remain an employee of the

City until Midnight April 30, 2013 at which time, the employee shall become an employee of the District as provided under Paragraph a.

- b. Collective Bargaining.** Each party has undertaken to collectively bargain the impact of this Agreement upon their respective labor unions. The parties further acknowledge that the integration of City's represented employees into the District's organizational structure has been negotiated in conjunction with the respective labor unions which represent each party's employees and the parties have reached agreement with both labor unions. The written understandings between the District and its union and the City and its union are attached and incorporated as Exhibits 'B' and 'C' respectively.
- c. Volunteers.** City volunteers in good standing with the City fire department shall become District volunteers on the effective date of this Agreement.
- d. Effect of Termination on Personnel.** In the event this Agreement is terminated within the first five years by either party for any reason and such termination results in the layoff of any of the employees that transferred employment under this Agreement, the City shall rehire the employees that have been laid off if the City has available positions. The District agrees that it will lay off the prior employees of the City before any other District employees, hired prior to the effective date of this agreement, and that the District will secure its union's consent to implement this provision. If the City does not reestablish its Fire Department the parties shall work cooperatively and make reasonable efforts to place any laid off employees with the entity that becomes responsible for fire protection and emergency medical services in the City. The City and District Recognize that City operates under Civil Service Rules governing public safety employment. The City and District further recognize that the Civil Service Rules are not applicable to employees of the District and the District does not operate under Civil Service Rules. If employees are rehired by the City, those employees are subject to Civil Service Rules at the time of re-employment with the City.

10. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

Each of the parties agrees that, insofar as it is authorized to do so, from time to time, under the laws of the State of Washington, it will protect, save and hold harmless the other party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

The parties further agree that in the case of negligence by both, any damages, costs, or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each party.

The District will indemnify the City for any obligations that may arise out of failure of the District to provide benefits to District's employees under the State Retirement System, except any claims or causes of actions that arose prior to the effective date of this Agreement.

**11. LIABILITY INSURANCE:**

During the term of this Agreement, the District shall provide the City with a certificate of insurance providing property damage, collision and liability insurance coverage for all fire and medical service vehicles and equipment owned by the City and operated by the District. Coverage for damage to vehicles will be for replacement cost. The District further agrees to provide insurance coverage covering the actions of personnel of the District. The District shall provide both Automotive Liability and General Liability insurance with a minimum coverage of 10 Million Dollars. Said certificate of insurance will indicate the limits of liability indemnification and the coverage period. The certificate of insurance shall list the City as an Additional Insured.

The City agrees to provide general property, flood, and liability insurance coverage, as appropriate, for the facilities owned by the City and used by the District. Fire and medical service vehicles owned or operated by the District but located within the stations shall be insured by the District.

Documented proof of insurance coverage must be provided to the City or District as requested by the other party.

**12. ENFORCEMENT OF CODES:**

The City agrees, during the term of this Agreement or any extensions thereof, to enact and enforce fire codes at a level at least equal to the codes currently provided by the City. The City further agrees to use its best efforts to prepare and enact suitable water and hydrant codes.

The District will, at a minimum, continue to provide fire inspections at a level similar to that currently being provided by the City's fire department. It is acknowledged by the parties that the District has assumed no duty to provide code enforcement services that might be required under the International Fire Code or any ordinance of the City. It is further acknowledged that the parties recognize the District, by statute, has no duty to enforce any provisions of such code or to enforce any ordinances of the City. However, the City and District recognize the importance of the District to provide fire department input on fire department access, hydrant placement, new development, and other fire-related input directly affecting the District's ability to provide services under this Agreement. To this end, both parties agree to work in concert wherever possible on the above identified fire code issues.

13. **RESOLUTION of DISPUTES and GOVERNING LAW.:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the parties agree to participate in a formal mediation process prior to pursuing any legal action. In the event that the dispute is not resolved through a formal mediation process, resolving that dispute, difference, or claim, shall be by filing suit exclusively under the venue, rules, and jurisdiction of the Clark County Superior Court, Clark County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

14. **WAIVER:**

Failure by either party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

15. **CONTRACT RENEWAL:**

Eighteen (18) months prior to the expiration of this Agreement, the District shall provide the City with a proposal for renewal of this Agreement which includes a six (6) year comprehensive plan for services to be provided to the City as defined in Article 4 above and the cost of providing said services to the City. Negotiations for renewal of this Agreement shall commence not later than twelve (12) months prior to the expiration of this Agreement.

It is further agreed that both parties will continue to explore the formation of a Regional Fire Authority (RFA).

16. **ENTIRE CONTRACT:**

This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modification of this Agreement shall have no force or effect unless in writing signed by both parties.

17. **TERMINATION:**

This Agreement may be terminated by either party when that party gives notice to the other party in writing at least twelve (12) months prior to its intended withdrawal from this Agreement. In the event the City annexes into the District prior to the expiration of this Agreement, or the City becomes a 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.

18. **SEVERABILITY:**

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

19. **BENEFITS:**

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons.

20. **NO SEPARATE ENTITY CREATED:**

This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Interlocal Cooperation Act.

21. **ADMINISTRATION:**

Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the District Chief and the City Mayor.

22. **FILING/WEB SITE:**

This Agreement shall either be filed with the Clark County Auditor or by listing on either of the party's websites in accordance with RCW 39.34.040.

23. **NOTIFICATION:**

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the District:  
Clark County Fire & Rescue  
911 N. 65<sup>th</sup> Avenue  
Ridgefield, WA 98642

To the City:  
City of Woodland  
P.O. Box 9  
Woodland, WA 98674

**APPROVED** by the City Council and signed by the Mayor of Woodland this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CITY OF WOODLAND**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**APPROVED** by the Commissioners of Clark County Fire & Rescue and signed by the Chair this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CLARK COUNTY FIRE & RESCUE**

By: \_\_\_\_\_  
Board Chair

**ATTEST:**

By: \_\_\_\_\_  
District Secretary

**Amendment to Woodland/CCF&R Contract**

**9. STAFFING**

- a. City Personnel.** The District shall offer employment to the City employees identified in Exhibit 'A'. The City employees that accept employment shall be employed by the District at a wage, seniority and overall benefit level no less than the employees are currently earning from the City. The City shall be responsible for payment of any accrued employee leave and no accrued leave shall be transferred to the District.
  
- b. Collective Bargaining.** Each party has undertaken to address the impact of this Agreement upon their respective labor unions. The parties further acknowledge that the integration of City's represented employees into the District's organizational structure has been negotiated in conjunction with the respective labor unions which represent each party's employees. The District has entered into a written understanding with its union related to the hiring of the City employees identified in Section 9.a attached and incorporated as Exhibit B. The City agrees to indemnify, defend and hold harmless the District, its officers, agents, employees and volunteers from and against any and all claims, losses or liability, including attorney's fees and defense costs, arising from or related to its union, this Agreement's impacts on its union and employees and/or the City's responsibilities under chapter 41.56 RCW.

Approved by:

Date: \_\_\_\_\_

\_\_\_\_\_  
CITY OF WOODLAND

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
CLARK COUNTY FIRE & RESCUE

ATTEST: \_\_\_\_\_

**Attachment 'A'**

**Woodland Employees  
As of 02/13/13**

Represented –

Kenny Bjur  
Greg Pera  
Kevin Saari

Non-represented –

Michael Jackson