

**Interlocal Agreement Between  
Franklin County Fire District No. 3 and the City of Pasco,  
concerning the exchange of services and the transfer of assets due to the  
Annexation of the Road 80 Area to the City**

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> day of September 2015, by the Franklin County Fire District No. 3 ("District") and the City of Pasco ("City"), collectively referenced to as the "Parties"; pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

**WHEREAS**, certain territories of the District are located within the Urban Growth Area of the City and some of said territories are bounded on all sides by the City; and

**WHEREAS**, District provides fire protection and basic emergency medical services (BEMS) to properties within the District and City provides fire protection and advanced emergency medical services (AEMS) to properties within the City; and

**WHEREAS**, the District and City have determined that the transfer of assets and exchange of services is a reasonable way to efficiently and fairly provide for the transfer of jurisdiction from the District to the City while maintaining service levels and conserving taxpayer resources in anticipation of the annexation of the Road 80 Area by the City; and

**WHEREAS**, the Parties desire to formalize their understanding and agreements in conjunction with the annexation process;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the District and City agree as follows:

1. **Purpose:** The purpose of this agreement is to provide for the exchange of services between the District and the City and for the transfer of certain assets, pursuant to law, due to the annexation of the Road 80 Area by the City.

2. **Effective Date and Term:** This Agreement shall become effective on September 21, 2015 and shall continue in force until terminated by mutual agreement or until either of the Parties gives advance written notice of termination of not



less than one year. Such notice of termination may not be given within the first Five years of this agreement, except for cause. The Parties agree to review the terms, conditions and services covered by this agreement at least once every Five years beginning with the effective date. Renewal term negotiations should commence six months prior to the expiration of the above terms.

**3. District Agrees to:**

A. Transfer the fee title ownership of its Fire Station on Road 48 (Exhibit "B") to City, within 90 days of the effective date of this Agreement "as is" with no warranties. Transfer shall be in consideration and full satisfaction of District's obligation to transfer a pro-rata share of its assets to City, per RCW 35A.14.400, pursuant to City's annexation of the Road 80 Area.

B. Transfer of ownership of a water tender, the final specifications as per the current bid specifications that were provided to the District (any additional charges to be paid by the City), as additional consideration as provided in Section 4.B. as full settlement of the dispute between the Parties of the previous AEMS services provided by the City to the District residents. The City acknowledges receipt of the attached letter from the State of Washington, Department of Enterprise Services, and agrees to accept transfer of ownership of the water tender pursuant to the terms of that letter.

C. Become a signatory agency to the local Automatic Aid Agreement in a form acceptable to the District and provide, when available, automatic aid services to the City at no cost for:

1. Water tender response;
2. Breathing air support;
3. Wild land fire support; and
4. Such other like services as agreed to by the Fire Chiefs of the Parties.

**4. City Agrees to:**

A. Provide automatic aid services at no cost to District for:

1. Advanced emergency medical services.

2. For billable transport services, the City shall bill patients treated and/or transported in/from the District at the non-resident rate.

B. Make payment to the District in an amount which represents the difference between the claimed costs of AEMS services as provided by the City to the District residents (up to the date of the execution of this Agreement); and the final cost of the water tender, which amount shall be determined at the time of final billing for the water tender..

5. **Annexation Contingency:** This Agreement anticipates the effective date of the Road 80 Area Annexation to be July 1, 2015. In the event that the annexation, for any cause whatsoever, is deemed to be invalid, this Agreement shall immediately be terminated and of no force and effect.

6. **Indemnification:**

A. The District shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the District's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District; and, provided further, that nothing herein shall require the District to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

B. The City shall indemnify and hold the District and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the District arising out of, in connection with, or incident to the execution of this Agreement and/or the City's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the District, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the

City; and provided further, that nothing herein shall require the City to hold harmless or defend the District, its agents, employees and/or officers from any claims arising from the sole negligence of the District, its agents, employees, and/or officers. No liability shall attach to the District by reason of entering into this Agreement except as expressly provided herein.

7. **Waiver of Subrogation:** The District and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contract including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of the District or the City.

8. **Compliance with Regulations and Laws:** The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

9. **Assignment:** The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.

10. **Attorney's Fees:** If either Party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other Party with respect to this Agreement, and in the further event that one Party shall substantially prevail in such action, the losing Party shall, in addition to all other payments required therein, pay all of the prevailing Party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

11. **Miscellaneous Provisions:**

A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the Parties hereto.

B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington.

C. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the Parties is contracting in its capacity as a

municipal corporation of the State of Washington. The identity of the Parties hereto is as set forth herein above.

D. The performances of the duties of the Parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the Parties.

E. The oversight and administration of the Agreement shall be done by the Fire Chiefs of the respective Parties.

F. No provision of this Agreement shall relieve either Party of its public agency obligations and/or responsibilities imposed by law.

G. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the City and/or District shall have the right to terminate the Agreement.

H. This Agreement is contingent upon the District becoming a signatory to the local Automatic Aid Agreement.

I. In the event of a dispute arising regarding the breach, interpretation, or enforcement of this Agreement, the Parties shall first meet in a good faith effort to resolve the dispute, either with or without the assistance of mediation, as the Parties may agree. In the event the Parties are unable to resolve the dispute by agreement, the dispute shall be resolved by binding arbitration pursuant to RCW 7.04A with both Parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

J. Copies of this Agreement shall be filed with the Franklin County Auditor's Office or posted on the websites of the respective Parties.

IN WITNESS HEREOF, the Parties have signed this Agreement.

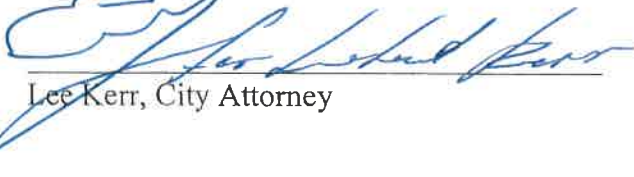
CITY OF PASCO  
DISTRICT

  
\_\_\_\_\_  
Dave Zabell, City Manager

ATTEST:

  
\_\_\_\_\_  
Debbie Clark, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lee Kerr, City Attorney

FRANKLIN COUNTY FIRE  
NO. 3

  
\_\_\_\_\_  
Ron Shuck, Commission Chair

ATTEST:

  
\_\_\_\_\_  
Heidi Ellerd, Commission Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Heidi Ellerd, District Attorney



STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

7511 New Market Street, Tumwater, WA 98601  
PO Box 41030, Olympia, WA 98504-1030

August 20, 2015

Mike Harris  
Franklin Co. FD #3  
7809 Road 36 N  
Pasco, WA 99301

Re: Transfer of Fire Tender

Dear Chief Harris:

Thank you for the letter requesting permission to transfer one of your fire tenders to the City of Pasco Fire Department. The truck under consideration is:

1. 1989 M923A2 Cargo Truck, VIN: 1001AA275 Inv. #16-1-42080 Item #: 3-0346-2

Based on agreement from the City of Pasco, the Department of Enterprise Services will approve the transfer of this vehicle.

Franklin County Fire District #3 shall assume no further responsibility for this vehicle upon the transfer. The City of Pasco agrees to accept the responsibility for this vehicle and agrees to meet the following requirements:

1. City of Pasco will become the donee agency on record for this property and shall maintain custody of this truck until all the terms & conditions have been met in respect to compliance.
2. City of Pasco will be responsible for completing any and all compliance reviews as well as being the donee on record if something should happen to the truck.
3. The truck will be put into service within 12 months of this transfer. Once in use, the City of Pasco will be required to use the vehicle for an additional 18 months before the title shall pass.

Thank you for your participation in the Federal Surplus Personal Property Program. Please to not hesitate to give us a call if you feel that we may be of any further assistance.

Sincerely,

David Baker  
Program Manager

cc: Bob Gear, Fire Chief, City of Pasco

# Attachment B

PARCELNUMBER	2109-4103
CITY	2248 ROAD 48
LASTNAME	BLANKLIN CO FINE DIST #9
FIRSTNAME	
ADDRESS	
ADDRESS2	2500 N ROAD 36
CITY	PAICO
STATE	WA
ZIP	98002-9939
MARKETANNUALVALUE	37500
MARKETBUILDINGVALUE	20820
TOTALANNUALVALUE	21680
TOTALMARKETVALUE	21680
TOTALACRES	0.53
DEVELOPED/LEGAL	E 135' OF HOSEWANA WA EXC 26-5-32 N 1/8" THEREOF & EXC S 30" THEREOF & EXC E 30" THEREOF

