

**INTERLOCAL AGREEMENT
FOR FIRE PROTECTION SERVICES TO THE
VASHON PARK DISTRICT PROPERTIES**

THIS INTERLOCAL AGREEMENT (Agreement) is made by and between Vashon Park District, a Park and Recreation District municipal corporation of the State of Washington, hereinafter referred to as the "District", and Vashon Island Fire & Rescue, a municipal corporation of the State of Washington, hereinafter referred to as the "Agency." The District and Agency also may be collectively referred to as the "Parties" and individually as "Party."

WHEREAS, this Agreement is entered into by the District and the Agency pursuant to RCW 52.30.020 and Chapter 39.34, RCW; and

WHEREAS, the Agency provides fire protection services to District personnel and District owned buildings and equipment within the boundaries of the Agency; and

WHEREAS, the District wishes to compensate the Agency for such services; and

WHEREAS, RCW 52.30.020 does not require the Parties to contract for emergency medical services the Agency provides to third parties; and

WHEREAS, the Parties have negotiated this Agreement in good faith.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Purpose and Scope of Agreement

This Agreement is intended to comply with the requirement of RCW 52.30.020 that the Parties contract for fire protection services and is limited to the fire protection services provided to District owned buildings and equipment, except those leased to a nontax exempt person or organization or an organization whose lease agreement stipulates they are responsible for such fees. This Agreement establishes the methodology and timing for payments to be made by the District for fire protection services covered under this Agreement.

The scope does not include fire protection services for land owned by the District, because a contract for the protection of land is not required by RCW 52.30.020.

2. Duration of Agreement

This Agreement shall commence on the date signed (the "Commencement Date") and shall remain in effect until terminated in accordance with the terms and conditions contained herein.

3. Termination

3.1 This Agreement shall automatically terminate upon the effective date of any bill that eliminates the state law requirement that the Parties contract for fire protection services.

3.2 Either Party may terminate this Agreement upon six months' written notice to the other Party.

3.3 Either Party may terminate this Agreement upon a material breach of the Agreement. A "Material Breach" shall be defined as either (1) the Agency's failure to provide services at the level specified in Section 4; (2) the District's failure to pay the contract payments specified in Section 5; or 3) any other failure of a Party to perform an obligation required by this Agreement. Either Party may terminate this Agreement in the event of a Material Breach of this Agreement by the other Party; provided, however, that the non-breaching Party shall provide the breaching Party with written notice which sets forth the alleged Material Breach(es) and states a reasonable time to cure the breach (not to exceed sixty (60) days), the "Cure period." In the event that the breaching Party fails to cure such Material Breaches during the Cure Period, then this Agreement shall automatically terminate without further action.

3.4 Upon the effective date of the termination, the District shall not be obligated to make any additional payments to the Agency.

4. Services Provided

During the term of this Agreement, the Agency agrees to provide all fire protection services to District owned buildings and equipment necessary for the protection and safety of personnel and property as required by RCW 52.30.020 ("Services"). The Services will be provided to properties identified in Exhibit A to this Agreement ("District Properties"). Exhibit A shall be amended in the event the District adds or deletes properties consistent with this Agreement as properties are acquired or disposed of by the District. Services shall be provided on the same basis as services are available to other property within the Agency.

5. Cost of Services and Payments

In consideration of the services provided by the Agency, beginning in the year 2019, the District shall annually pay the Agency for the Services. The annual amount shall be calculated by multiplying the most recent assessed valuation of improvements on District Properties by the King County Assessor as identified in Exhibit A by \$1.00 per \$1,000 of the assessed valuation of improvements, as determined. Payment by the District shall be made annually on or before December 31.

6. Organization

The Parties recognize and agree that the Parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing herein shall be construed as creating an association, joint venture, or partnership between the Parties, nor to impose any partnership obligations or liabilities on either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

The Agency shall have the sole discretion and the obligation to determine the exact method by which the Services described in Section 4 above are provided to the District Properties, provided such services are provided on the same basis as services are available to other property within the Agency.

No new or separate legal or administrative agency is created by this Agreement.

7. Indemnification

7.1 The Agency shall defend, indemnify, and hold the District and its officers, officials, employees, and agents free and harmless from any and all demands, costs, claims, judgments, orders, or decrees for personal injuries, death or damage to property arising out of or in any way resulting from any act or omission of the Agency, or its officers, officials, employees, volunteers, or agents in the performance of this

Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the District, its officers, officials, employees, volunteers, or agent, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Agency; and provided further that nothing herein shall require the Agency to hold harmless or defend the District from any claims arising from the sole negligence of the District, its officers, officials, employees, volunteers, and agents. No liability shall attach to the District by reason of entering into this Agreement except as expressly provided herein.

7.2 The District shall defend, indemnify, and hold the Agency and its officers, officials, employees, and agents free and harmless from any and all demands, costs, claims, judgments, orders, or decrees for personal injuries, death, or damage to property arising out of or in any way resulting from any act or omission of the District, or its officers, officials, employees, volunteers, or agents in the performance of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Agency, its officers, officials, employees, volunteers, or agent, 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 Agency from any claims arising from the sole negligence of the Agency, its officers, officials, employees, volunteers, and agents. No liability shall attach to the Agency by reason of entering into this Agreement except as expressly provided herein.

7.3 Solely for purposes of enforcing the indemnification obligations of a Party under this Section 7, each Party expressly waives, by mutual negotiation, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Section 7 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the Indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

8. Insurance

The Agency shall obtain and maintain at all times hereunder (i) a commercial general liability insurance policy with a minimum policy limit of General Liability - \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit; (ii) a minimum umbrella coverage of \$6,000,000 each occurrence and \$10,000,000 annual aggregate; (iii) errors and omissions coverage including employment practices liability \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (iv) Automobile Liability- \$1,000,000 combined single limit per accident for bodily injury and property damage; and (v) Workers' Compensation - statutory requirements of the state of residence and employer's liability or stop gap coverage of \$1,000,000 per occurrence, each placed with a reputable and financially strong insurance carrier with an A-rating or better. The policy (ies) shall provide that such policy (ies) shall not be terminated or reduced without thirty (30) days prior notice to the District. Upon request by the District, the Agency will provide a certificate of insurance to the District evidencing the aforementioned coverage.

9. No Third Party Liability and Public Duty Doctrine

This Agreement shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

10. Nondiscrimination

10.1 Employment. The Agency agrees not to discriminate against any employee or applicant for employment because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a

trained dog guide or service animal by a person with a disability, unless based on a bona fide occupational qualification. This requirement shall apply without limitation to all aspects of employment (including lay-offs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship) and advertisement.

10.2 Services and Activities. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based on a bona fide occupational qualification. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for termination or suspension in whole or in part of this Agreement by the District and may result in ineligibility for future District agreements.

10.3 Other Non-Discrimination Laws. The Agency shall also comply with all applicable anti-discrimination laws or requirements of any and all applicable jurisdictions.

11. Compliance with Laws and Regulations

The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

12. Notices

Any notice required to be given by either Party to the other pursuant to any provision of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally, sent by nationally recognized overnight delivery service or sent via United States Mail addressed to the following:

To Agency: Fire Chief
Vashon Island Fire and Rescue
PO Box 1150
Vashon, WA 98070

To District: Executive Director
Vashon Park District
PO Box 1608
Vashon, WA 98070

or, to such other person or address as is hereafter designated in writing by either Party to the other. Each Party may change its notice address set forth in this section by giving notice of a new address to the other Party in accordance with this section.

All notices that are mailed shall be deemed received three (3) business days after mailing. All other notices shall be deemed complete upon actual receipt or refusal to accept delivery.

13. Dispute Resolution

The parties shall use reasonable efforts to mediate any dispute arising under this Agreement. In the event of such a dispute, each party shall designate, in writing, not more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the Parties cannot agree on

one of the mediators from the combined list within five (5) days, then the Parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the Parties shall within forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the Parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the Parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either Party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a pre-condition to the exercise of such right to terminate.

14. Assignment

The Parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other Party.

15. Approval

This Agreement is expressly conditioned upon and subject to the written approval of the authorized representative(s) of the District and by resolution of the District's Board of Commissioners and by resolution of the Agency's legislative body and shall not be binding unless and until so approved. This Agreement may be altered, amended, or waived only by a written amendment executed, in the same manner, by both Parties.

16. General Provisions

16.1 All of the terms, covenants, and conditions in this Agreement shall extend to and bind any approved legal successors and assigns of the Parties hereto.

16.2 This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County Washington.

16.3 The headings and recitals in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

16.4 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 District shall have the right to terminate the Agreement for cause.

16.5 This Agreement constitutes the entire agreement between the Parties for the purpose set forth in paragraph 1. There are no terms, obligations, covenants, or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.

16.6 The Agency shall ensure that a copy of this Agreement is filed with the King County Recorder's Office.

16.7 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute but one and the same instrument.

16.8 The failure of either Party to insist upon strict performance of this Agreement shall not impact that Party's right to insist upon strict performance at a later time.

17. Equal Opportunity to Draft

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would render the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

18. Benefit Charge Collection

The District agrees that this Agreement shall not exempt District owned properties from statutory benefit charges under RCW 52.18.020 and RCW 52.26.190. The District expressly agrees that the Agency may impose and collect statutory benefit charges on District owned properties in accordance with the law, provided, however, the District shall not be required to make payments under this Agreement for any parcel of property for which the District pays a benefit charge.

IN WITNESS WHEREOF, the Agency and the District have executed this Agreement as of the latter date of signature below.

VASHON ISLAND FIRE AND RESCUE

Signature

Print Name

Title: _____

Date: _____

VASHON PARK DISTRICT

Signature

Print Name

Title: _____

Date: _____

EXHIBIT A

The following is a list of the District-owned properties within the Agency's boundaries with buildings or equipment:

\$1,847,399

Park – Property Name	Parcel #	Description	Address	Assessed Bldg Value
Burton Acres/Jensen Pt	126920-0240-00	Burton Acres/Jensen Point	8900 S.W. Harbor Dr	\$184,500
Fern Cove	132302-9002-05	House and conservation area	11408 S W Cedarhurst Rd	\$142,000
Fisher Pond	252302-9121-07	Shinglemill	12224 SW Bank Rd	\$37,000
Ober*	292303-9044-06	Ober-Library & Park*	17130 Vashon Hwy S W	\$51,899
Paradise Ridge	122202-9063-03	Paradise Ridge Park	11716 SW 220th	\$1,020,900
Pt. Robinson	232203-9001-04	Pt. Robinson Park	3705 SW Pt. Robinson Rd	\$320,100
Tramp Harbor	888600-0035-01	Tramp Harbor Dock	21326 Dockton Rd S W	\$90,000
Village Green	302303-9056-08	Village Green	17449 - 99th Ave SW	\$1,000

*Ober parcel includes the Library Building in the building assessment total of \$1,105,000. No separate value listed for the Library and the Ober Admin Building. KC Dept of Assessments values property on permit value, noted as 2013 Library Building Permit \$1,053,101. Ober Admin Building value difference = \$51,899.

FEE CALCULATION:

$$\$1,847.4 \times \$1.00 = \$1,847.40$$

