

05/29/12
888

multi yr

AGENDA SHEET FOR PARK BOARD MEETING OF: April 12, 2012



Submitting Division
Park Operations

Contact Person
Tony Madunich

Phone No.
363-5458

COMMITTEE

- Riverfront
- Golf
- Recreation
- Land
- Urban Forestry
- North Bank Ad-Hoc
- Finance

RECEIVED

MAY 29 2012

CITY CLERK'S OFFICE
SPOKANE WA

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2012-0472

(2022)

CR 13573

AGENDA WORDING:

Approve five year (2012 -2016) Interlocal Agreement with Spokane County Fire District 10 for EMS/Fire Protection Services for Palisades and Indian Canyon conservation properties at \$700 per year.

BACKGROUND:

(Attach additional sheet if necessary)

Palisades and Indian Canyon conservation properties are owned by the City of Spokane Parks and Recreation Department but fall outside City limits and protection of the City of Spokane Fire Department. Spokane County Fire District 10 proposes a new Interlocal Agreement for providing Emergency Medical and Fire Protection Services to these areas for \$700.00 per year for the five year period of 2012 through 2016.

RECOMMENDATION:

Approve Interlocal Agreement

Fiscal Impact:

Expenditure: \$700.00 per year 2012 through 2016
Revenue: \$

1400-54500-76820-54201

ATTACHMENTS:

Include in Packets: Interlocal Agreement
On file for Review in Office of City Clerk:

SIGNATURES:

Tony Madunich
Requestor

Lisa Kuck
Parks Accounting

[Signature]
Legal Department

[Signature]
Director of Parks and Recreation

DISTRIBUTION:

- Parks, Judy Moss
- Risk Manager, Pam Schroeder
- Parks, Tony Madunich
- Taxes and Lic, Lisa Dillman
- Contractor Fire District 10

PARK BOARD ACTION:

APPROVED BY

SPOKANE PARK BOARD:

May 10 2012
[Signature]
PARK BOARD

**INTERLOCAL AGREEMENT
FOR EMS/FIRE PROTECTION SERVICES**

THIS INTERLOCAL AGREEMENT is made by and between the City of Spokane, a Washington State municipal corporation, whose address is 808 West Spokane falls Boulevard, and Spokane, Washington 99201 (hereinafter referred to as the "City"), and Spokane County Fire District 10, a political subdivision of the State of Washington, whose address is 929 S Garfield ,Airway Heights ,Washington 99001 (hereinafter referred to as the "District or "Fire District 10"), jointly hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the District is organized and has authority to provide Emergency Medical Service (EMS)/fire protection services to real property, personal property, improvements, and structures located within its jurisdictional limits; and

WHEREAS, the City owns real property, personal property, improvements, and /or structures located within the jurisdictional limits of the District; and

WHEREAS, RCW 52.30.020 authorizes the City and the District to enter into EMS/ fire protection services for the protection of citizens and property owned by the City within the jurisdictional boundaries of the District; and

WHEREAS, pursuant to the provisions of RCW Ch. 39.34, the Interlocal Cooperation Act, and RCW 52.30.020, the Parties desire to enter into an Interlocal Agreement for the providing of EMS/ fire protection services; and

WHEREAS, the Parties wish to delineate the terms and conditions of compensation to the District for the District providing EMS/fire protection services to City property as outlined and set forth in this Agreement.

NOW THEREFORE, for the mutual benefits to be derived both to the City and to the District, and under the authority as provided by RCW 52.30.020 and RCW Ch. 39.34, the Parties mutually agree as follows:

1. **SCOPE OF SERVICE.** The District shall provide EMS/fire protection services to the following City property Located within the boundaries of the District:

- A. All City park property commonly referred to as Palisades Park and Indian Canyon Park, which shall include all of the real property and all improvements and structures located thereon.

2. **TERM.** The term of this Agreement shall be from January 1, 2012 through December 31, 2016.

This Agreement shall not be terminated prior to the end of its term (December 31, 2016) without the express written consent of both the District and the City.

3. **COMPENSATION.** As compensation for EMS / fire protection services, the City shall pay to the District the sum of \$700.00 per year for calendar years 2012, 2013,2014,2015,2016.

The District shall submit its invoice to the City in January of each year, and the City shall submit its payment for the full annual amount to the District within thirty (30) days of receipt of the invoice. Provided however, for the year 2012, the District shall submit its invoice to the City upon the execution of this Interlocal Agreement, and the City shall pay the invoice for the year 2012 with thirty (30) days of receipt of the invoice.

The annual compensation as provided for herein shall not be reduced for any reason, including but not limited to any reduction in the amount (whether acreage, square footage, value, or type) of City property located within the District's boundaries.

4. **ADDITIONAL PROPERTY/IMPROVEMENTS.** The City shall be allowed, as provided for herein, to add additional lands, improvements, structures, and equipment to the properties protected under this Agreement without additional compensation to the District.

Additions to any Park property shall be limited to additional Park lands and related improvements or structures incidental to the current use of the Park property presently associated with Palisades Park or Indian Canyon Park.

In the event that the City acquires additional property and improvements not provided for in this Agreement, the City reserves the right to invoke the provision of RCW 52.30.020 regarding the providing of fire protection services with the City's own staff and equipment.

5. **AGGREMENT TO BE FILED.** This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.

6. **ADMINISTRATION.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

7. **NOTICES.** All notices, invoices and/or payments shall be sent to the following:

City of Spokane
c/o Spokane City Parks Director
Leroy Eadie, Director
808 West Spokane Falls Boulevard
Spokane WA 99201

Spokane Fire District #10
Attn: Fire Chief Nick Scharff
929 S Garfield Road, PO Box 2199
Airway Heights Wa 99001

8. **LIABILITY.** In the performance of this contract, the District is an independent entity and the Districts, its officers, employees, and agents shall not be considered to be employees or agents of the City.

The City shall defend, indemnify and hold harmless the District from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the City, its employees, or agents in connection with this Agreement.

In the performance of this contract, the City is an independent entity, and the City, its officers, employees, elected representatives, and agents shall not be considered to be employees or agents of the District.

The District shall defend, indemnify, and hold harmless the City from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the District, its employees, or agents in connection with this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

This provision shall survive the expiration of this Agreement.

9. **OTHER AGREEMENTS.** By entering into this Agreement, this Agreement does not affect, alter or amend any existing mutual aid agreement or mutual response agreement entered into between the Parties, or entered into between the Parties and any other fire district or fire department. This agreement does not affect the right or authority of the District to regulate open burning as provided by RCW 52.12.108.

10. **MISCELLANEOUS.**

- A. **Non-Waiver.** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **Headings.** Headings are inserted for convenience, and are a reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **Entire Agreement.** This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement
- D. **Modification.** No modification or amendment to this Agreement shall be valid until put in writing and signed by both parties with the same formalities as this Agreement.
- E. **Assignment.** Neither party may assign its interest in this Agreement without the express written consent of the other party.
- F. **Severability.** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **Compliance with Laws.** The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

- H. **Non-discrimination.** In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment, or in the administration or delivery of services or any other benefits under this Agreement.
- I. **Venue Stipulation.** This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or jurisdictional proceeding shall be instituted only in courts of competent jurisdiction with Spokane County, Washington.
- J. **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

Dated: 5/8/2012

Spokane County Fire District 10

By: R.D. Faircloth

Title: CHAIRMAN

Dated: 5/25/12

City of Spokane Parks and Recreation
Department

By: [Signature]

Director

Approved as to form:

[Signature]

Assistant City Attorney

Attest:

[Signature]

Spokane City Clerk

