

INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and executed by and between **WHATCOM COUNTY**, a municipal corporation, hereinafter referred to as "**COUNTY**," and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 14**, hereinafter referred to as the "**FIRE DISTRICT**", in accordance with the provisions of the Interlocal Cooperation Act, **CHAPTER 39.34 RCW**.

WHEREAS, the Fire District is organized and equipped to provide fire protection to structures, equipment and other properties within its boundaries; and,

WHEREAS, the County is the owner of buildings and other properties within the Fire District; and,

WHEREAS, **RCW 52.30.020** requires that agencies and municipal corporations having properties within or adjacent to the boundaries of a fire protection district shall contract for fire protection services necessary for the protection and safety of personnel and property when such protection is not otherwise provided; and,

WHEREAS, the parties hereto recognize the advantages to be gained in the services to be provided to the citizens;

NOW THEREFORE,

WHATCOM COUNTY AND WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 14 AGREE AS FOLLOWS:

- I. The Fire District shall furnish fire protection services to the Parks & Recreation Department buildings and equipment located within or adjacent to the established boundaries of said fire district. The extent of such services shall be the maximum which the equipment, personnel and circumstances of the Fire District permit and shall be not less than that provided to all other properties within the Fire District.
2. The Parks & Recreation Department shall pay the Fire District annually for such services an amount determined by applying the prevailing operational millage rate for the District to the value of the Parks & Recreation Department properties within or adjacent to the Fire District.
3. The Parks & Recreation Department shall prepare as of September 30th each year a current list showing location and value of all park properties within the Fire District, and shall submit said list to the Fire District no later than October 15th of each year.
4. The Fire District shall make annual written request to the Parks & Recreation Department for payment of the amounts due. Request shall indicate year for which assessment is made rate of assessment, and total property value upon which assessment is applied.
5. For the purposes of this Agreement, the value of Parks & Recreation Department properties within or adjacent to the Fire District shall be the value at which the buildings thereon are insured against loss by fire. Alternatively, or in case of buildings for which there is no insurance, the contract cost, or current replacement cost as ascertained by professional appraisal, or the latest assessed value upon the books of the County Assessor shall be used. Should no insurable value be readily obtainable; the value for purposes of the Agreement may be established by mutual agreement between the Parks & Recreation Department and the Fire District.
6. This Agreement shall run for a full term of five years, commencing the 1st day of January 2023. No change or addition to this Agreement shall be valid or binding upon either party unless such change or

addition be in writing, executed by both parties. Either party may terminate this Agreement upon written notice to the other party.

7. Non-discrimination: The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

8. Extent of Agreement: This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

9. Relationship of the Parties: The parties intend that an independent contractor/county relationship will be created by this Agreement. The County is interested only in the results to be achieved, the implementation of services will be solely with the Fire District. No agent, employee, servant, or representative of the Fire District shall be deemed to be an employee agent, servant, or representative of the County for any purpose. Employees of the Fire District are not entitled to any of the benefits the County provides for County employees, except in such cases that the Fire District is a department of County government. The Fire District will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

Communications between the Fire District and County shall be addressed to the regular places of business. In the case of the Fire District, the address shall be Whatcom County Fire Protection District No. 14, PO Box 482, Sumas, Washington 98295. In the case of the County, communications shall be sent to the Whatcom County Parks & Recreation Department, 3373 Mount Baker Highway, Bellingham, Washington 98226.

10. Venue Stipulation: This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party thereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

11. Modifications: Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

12. Severability: If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

13. Waiver: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

