

FIRE DEPARTMENT SERVICES AGREEMENT

This agreement is entered into between CLARK COUNTY FIRE PROTECTION DISTRICT NO. 5, a municipal corporation, referred to as "District," and the CITY OF VANCOUVER, a Charter City of the first class municipal corporation, referred to as "City."

This agreement is entered into by the City and the District under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.

The parties are currently operating Fire Department services under a Fire Department Services agreement dated September 12, 2005, which document superceded the original Consolidation and Joint Operation Agreement dated March 7, 1994, and the Fire Department Services Agreement dated December 23, 1998. As a result of discussions held during 2015 and 2016 between the City and the District, the parties desire to replace the existing Agreement with this Agreement.

Those discussions centered around how services have been provided under the current Agreement and how the District has been paying for those services.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Term.** This agreement shall be effective on Sept. 20, 2016 and shall continue until the District no longer exists as a municipal corporation.
2. **Service Area.** The service area in which the Fire Department is required to provide services under this Agreement includes that area shown on Exhibit "B" attached hereto and all areas subsequently annexed to the City.
3. **Services.** The City and the District enter into this agreement with the understanding that the City of Vancouver shall provide services within the Fire District 5 boundaries as set forth in Exhibit A, attached hereto.
4. **Service Levels.** The City has developed and adopted Service Levels as part of its Standard of Cover, and the level of service set by the City of Vancouver for the Vancouver Fire Department, or as later amended, also sets the level of service for the District. The parties recognize, however, that implementation of the Service Levels is dependent on the revenue available from the City and the District, utilized by the Vancouver Fire Department for the provision of services. The City and the District shall periodically review the Service Levels.
5. **Funds for the City and the District**
 - a. Fire Department Special Revenue Fund (City Fire Fund 151)

The City shall maintain a special revenue fund (City Fire Fund 151) to be used solely for the collection of all revenue and for the payment of all operating costs of the Fire Department. Any surplus in the special revenue fund (City Fire Fund 151) will remain in the fund and will be restricted for use for Fire Department purposes. Any surplus may be used to support the required City or District

contribution as agreed to by the City and the District as provided for in this Agreement.

b. Fire Department Equipment Replacement

The City shall account for the funding and expenditures of Fire Department apparatus and vehicle replacement in a separate account.

c. Operational Enhancement Fund (Fund 6256)

Monies from this fund, established and maintained by Fire District 5, shall be used solely for the purpose of enhancing operations and/or funding operations and capital assets of the Vancouver Fire Department, as agreed to by the City and the District.

6. Funding of Vancouver Fire Department

a. Communication of Fire Department Budget

By June 1, the City shall communicate to the District any proposed changes in the service level or funding for the following year's fire operations.

b. Recommended Fire Department Budget

The recommended operating budget shall be determined by the City no later than October 1 for the next year's fire operations. The recommended budget, as a minimum, shall include all estimated expenses required to continue funding of existing staffing and expenses. The baseline budget will not include Decision Packages. (See Exhibit "D" for additional details.)

c. Timing of Contribution by the District to the Special Revenue Fund (City Fire Fund 151)

The District shall make payment to the City Fire Fund at least two times per year. Payments shall be no later than June 1 and December 15. The June 1 payment shall be equal to fifty percent (50%) of the District's annual obligation. The December 15 payment shall be equal to the balance of the District's required contribution.

d. Parties' Contributions to the Special Revenue Fund (151)

Unless otherwise agreed to in writing by the City and the District, the parties' respective contributions to the City Fire Fund 151 shall increase (or decrease) by the percentage change over the previous year in the Fire Department's proposed baseline operating budget. The baseline budget will not include Decision Packages, and shall be limited to the expected increases in the costs of labor, supplies, and other services. (See Exhibit "D" for additional details.) An example of the calculation of the parties' contributions is shown in Exhibit "C" attached hereto.

e. Re-Establishment of Baseline

Exhibit "C" shows each party's contributions to Fund 151 for calendar year 2016, which is hereby established as the base year going forward for the calculation of all future increases or decreases, based on changes in the baseline, Decision Packages, or annexations.

Exhibit "D" attached hereto and adopted by the parties on June 10, 2008, clarifies and further defines how the Baseline Budget and Decision Packages apply to the parties and the operations of this Agreement, and is included as a part of this Agreement.

f. Annual Funding Agreement

Both parties agree that, while the City ultimately has the authority to adopt the Fire Department's budget, the District and the City have a shared interest in working together on how that budget is developed.

No later than October 15 of each year the City and the District shall agree on the amount of funding each party shall contribute to the Fire Department Fund (151) for the following year.

Funding of the Fire Department Fund (151) shall be adjusted to reflect uncaptured expenses within a reasonable time of such expenses becoming actually known. Expenses justifying adjustment include, but are not limited to any change in labor costs as determined by contract arbitration or settlement.

In the event that either the District or the City determine they will be unable to fund their minimum required contribution they shall provide written notice to the other party within fifteen (15) days of recognition, but in no event later than October 1 of that year. Any solution, including a reduction in expenses or use of reserves required to match expected revenues with expected expenses shall be agreed to in advance by the City and the District and the details of such agreement shall be reduced to writing and signed by the City and the District.

g. Annexation

The required contributions by the City and the District shall be adjusted upon the annexation of property in the District by the City. The City's contribution shall increase by the exact amount contributed by the District from the property being annexed, and the District's contribution shall decrease by a like amount. For purposes of this section such change shall be effective in the year that the County Assessor's Office adds the annexed property to the City's assessed value and the City receives property tax revenue from the annexed area.

h. EMS Levy

The City or the District may request voter approval of an EMS levy. Before the City Council or the District Board act to authorize the County Auditor's Office to place any EMS levy on the ballot the City and District shall enter into a formal agreement outlining how the revenue generated from any approved EMS levy

will be used.

7. Annual Review and Reconciliation

a. Fire Department Special Revenue Fund (City Fire Fund 151)

The City and the District may meet to review the actual revenues and expenses of the Fire Department for the prior year.

b. Financial Records and Reports

Both the City and the District shall make detailed financial records available to each other upon request within 10 days. Quarterly and annual financial reports will be available upon request.

8. District Planning. The City shall provide the Board with monthly and annual reports of Fire Department activities within the District.

9. Office Facilities. Upon request by the District, the City shall provide the use of station facilities for meetings and activities of the Board of Commissioners, storage of District records, and office space for the use by the District Secretary. The use of the station by the District shall not interfere with the operations of the Fire Department.

10. Failure to Provide Services. In the event the City becomes unable to provide the services to the District as set forth in Section 3 of this Agreement, the City shall restore to the District sufficient assets or funds to enable the District to contract for or to provide a reasonable level of Fire Department services in the then-existing District area.

11. Insurance. The District shall maintain the following types of insurance covering the District, its Board of Commissioners, employees and agents. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

a. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury. The policy must be endorsed with contractual liability coverage and employment practices liability. The City of Vancouver, its elected officials, departments, employees, and agents shall be named as Additional Insureds.

b. Automobile bodily injury and property damage liability insurance. The City of Vancouver, its elected officials, departments, employees and agents shall be named as Additional Insureds.

c. Directors and Officers coverage for the acts of the Board of Commissioners

d. Workers' Compensation insurance.

12. Hold Harmless/Indemnification.

a. District Responsibility – District agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by District

pursuant to this agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the District, the City retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the City by an employee of the District or subcontractor or agent of the District, even if District is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51, RCW, except to the extent that such liability arises from the sole negligence of the City. District specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that District provide the broadest scope of indemnity permitted by RCW 4.24.115.

b. City Responsibility – City agrees to indemnify, defend, save and hold harmless the District, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by City pursuant to this agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the District retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the District by an employee of the City or subcontractor or agent of the City, even if City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51, RCW, except to the extent that such liability arises from the sole negligence of the District. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

c. Except as provided herein, the parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

13. **Notices.** All notices, requests, demands and other communications required by the Agreement shall be in writing and, except as expressly provided elsewhere in the Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class postage prepaid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.
14. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.
15. **Modification.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be

modified, supplemented or otherwise affected by the course of dealing between the parties.

16. **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.
17. **Arbitration.** Any controversy which shall arise between the City and the District regarding the rights, duties or liabilities under this Agreement of either party shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the City, one by the District, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the state of Washington as applied to facts found by the arbitrator or arbitrators with the costs of administration and arbitrators' fees to be divided equally between the parties.

Dated: September 26, 2010

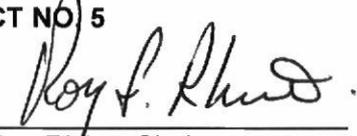
CITY OF VANCOUVER

BY:


Eric Holmes, City Manager

CLARK COUNTY FIRE PROTECTION DISTRICT NO. 5

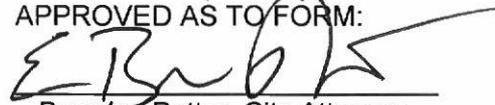
BY:


Roy Rhine, Chair

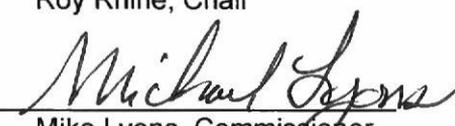
ATTEST:

City Clerk

APPROVED AS TO FORM:


Bronson Potter, City Attorney

BY:


Mike Lyons, Commissioner

BY:


Ron Gibson, Commissioner

BY:


David Vial, Secretary

EXHIBIT "A"

The primary emergency response functions performed by the Vancouver Fire Department include the following:

1. Suppression of fires in buildings, vehicles, natural vegetation, and other property
2. Emergency medical response at both the basic life support and advanced life support levels. The parties agree that exclusive emergency medical transport services will be provided to the Fire District by the same vendor contracted by the City.
3. Special operations including technical rescue, extrication, and hazardous materials response and control
4. Marine rescue and firefighting
5. Aircraft rescue and firefighting

EXHIBIT "B"

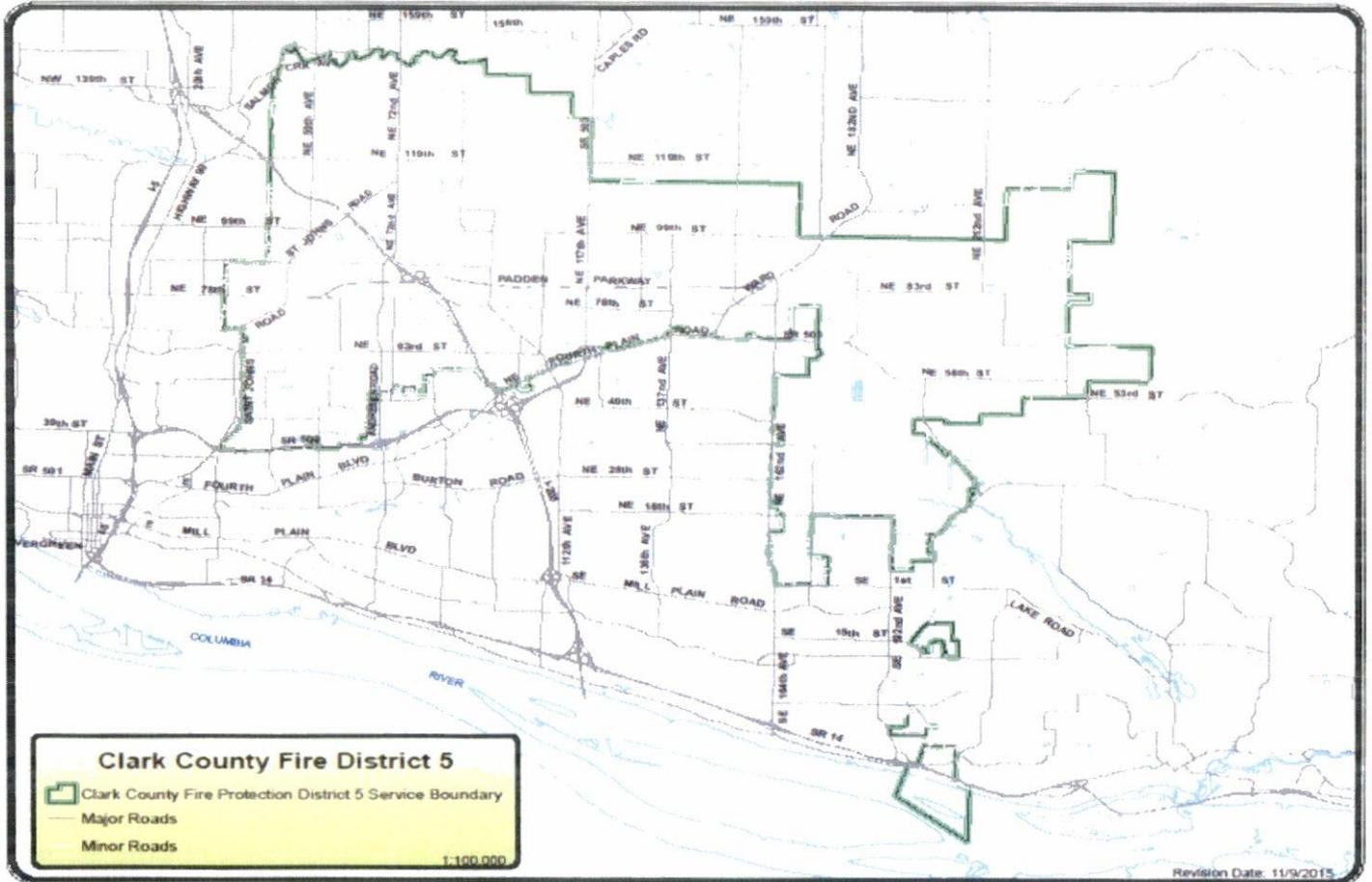


EXHIBIT "C"

City of Vancouver/Fire District #5 Contract Negotiations
Calculation of Required Contribution: 2014

Exhibit C

	<u>Expenses</u> <u>2014</u>	<u>Revenues</u> <u>2014</u>	Proportionate Share
2015 Budget	34,630,702		
Less One time 2015 DPs	(439,320)		
Less 4 FTE to staff 2 SUVs - first year of the project	(87,395)		
Less Revenue Covered DPs from 2015	(303,299)		
Plus: Baseline Inflationary Adjustment	1,588,875		
2014 Original Baseline	35,367,563		
Percentage Increase in Baseline: from 2015	4.47%		
<u>City Contribution Calculations</u>			
2015 On-going City Contribution	24,370,431		75.1%
Plus Percentage Change in Baseline	1,193,669		
2015 City Baseline Contribution		25,544,100	
Plus Shared Decision Packages - On-going	0		
Plus Shared Decision Packages - One-time			
4 FTE to staff 2 SUVs - 2yr Limited Term Pilot Project - second year of the project	154,258		
Total COV contribution for 2014		25,718,358	
<u>District Calculations</u>			
2015 District Total Contributions	8,068,695		24.9%
Plus Percentage Change in Baseline	395,206		
On-going Updated Fire District 5 Contribution		8,463,901	
Plus Shared Decision Packages - On-going	0		
Plus Shared Decision Packages - One-time			
4 FTE to staff 2 SUVs - 2yr Limited Term Pilot Project - second year of the project	51,073		
Total FD Contribution for 2014		8,514,974	
<u>2016 Revenue-Covered Decision Packages</u>			
2 FTE Fire Inspectors for 2yr Limited Term Pilot Project	181,298	181,298	
Marine Proforma funded by Hazmat Revenue	126,898	126,898	
<u>Fund 151 Cash Reserves to be spent</u>			
Code Enforcement project wrap-up (2016)	25,000		
RMS - Replace Firehouse wrap-up (2016)	16,255		
Fund 151 Reserve to be spent		41,255	
Fund 151 Revenue (Interest and Permits)		767,412	
Total Fund 151 Resources		35,308,940	
Total 2014 Fund 151 Budget		35,944,345	
		635,405	

EXHIBIT "D"

**CALRIFICATION OF "BASELINE" CALCULATION PROCESS AS
GOVERNED BY THE FIRE DEPARTMENT SERVICES AGREEMENT
Between**

**CLARK COUNTY FIRE DISTRICT 5
AND
VANCOUVER FIRE DEPARTMENT**

June 10, 2008

- 1. Clarification of the term "baseline"** – In the Fire Department Services Agreement the term "baseline" is used to define the expenditure budget for the Vancouver Fire Department including all estimated expenses required to continue funding of existing staffing and equipment.

The baseline expenditure budget does not include the cost of decision packages submitted through the budget process, including supplemental appropriations, by either the Fire Department or the Fire District 5 during the year of the submission. The cost of decision packages, or enhancements, is itemized on the Exhibit "C" during the year of submission. The baseline expenditure budget is then adjusted annually to include the on-going cost of any enhancements funded in the prior biennium as well as the expected increases in the costs of labor, supplies, and other services.

The term "baseline contribution" is used to define the respective contributions from the District and the City at the end of the prior year reduced by the cost of one-time contributions and increased by the amount of the baseline cost increases in the current year.

- 2. Clarification of calculation and proportionate funding of Decision packages by the City General Fund and the Fire District Five.**

The **on-going** impact from decision packages brought forward by the City shall be borne solely by the City, unless the Fire District Five explicitly agrees to share the cost of the decision packages. The on-going impact from the decision packages brought forward by the Fire District shall be borne solely by the Fire District Five, unless the City explicitly agrees to share the cost of decision packages.

Every time a decision package with an **on-going** impact is funded, the relevant party's financial contribution to the Fire Department is proportionately increased. The on-going cost of the package, including baseline increased related to the package is included in the following year's baseline budget and is then funded through the increased share of the party's contribution. It is possible for a decision package to become part of the baseline and be proportionally funded by both parties in perpetuity. For this to occur, the party bringing forth the decision package needs to receive explicit approval from the other party that, at its inception or at any time in the future (such as at the conclusion of a budget

cycle), a proportionate cost of such decision package will become part of its respective "baseline contribution."

At the conclusion of each year, the amount equivalent to the cost of the decision packages funded exclusively by either the City or by the District is added to baseline contribution amount for that entity. The decision packages are not specifically itemized from that time forward, even though the representative dollars remain included in that entity's contribution. The following year's inflationary increases apply to the entity baseline contributions modified through the process outline above.

Following is an example of the calculation. If the City had a total contribution in 2005 of \$100 and decision packages equaling \$10, the City's total contribution for 2005 would be \$110. In 2006 if there were a 5% inflationary increase to the overall baseline, the City's figures would show a starting contribution of \$110 (the 2005 total contribution, including decision packages) and the 5% increase would be applied to the \$110.

One time decision packages – Either the City or the District may fund one-time in nature decision packages that have no on-going costs, for example, purchase of land. In these instances the value of such decision packages WILL NOT be included in that entity's respective baseline contributions.

Every time a **one-time in nature** decision package is funded, the following year's contribution of the party funding the decision package is then reduced by the amount of the one-time contribution.

Since the proportionality of contributions is impacted once the one-time in nature decision packages are approved, there will be no detailed tracking of the decision package costs beyond the original fiscal period.

The list of on-going decision packages funded by both sides will be kept for informational purposes only and to ensure proper cost crediting in case reductions in these expenditures are necessary at a future date.

(This agreement was signed by the City and the District on August 21, 2008)

ADDENDUM TO FIRE SERVICES TRANSITION AGREEMENT

APRIL 2016

Whereas, the Fire Services Transition Agreement was signed by the parties on November 14, 2005, referencing the Fire Department Services Agreement (dated September 12, 2005), and,

Whereas, The Fire Department Services Agreement has subsequently been revised by the parties, resulting in a new contract, dated 9/26/16, and,

Whereas, the revised Fire Department Services Agreement no longer includes certain language referenced in the Fire Services Transition Agreement, specifically Article 7(b), outlining the method by which the Fire District constructed its general fund budget, and,

Whereas, the parties agree that the provisions in Paragraphs 1 and 2 of the Fire Services Transition Agreement, outlining the City's obligation to fund the Fire District's general fund budget and continue to provide fire service in the Fire District 5 area, **even if** the Fire District is unable to pay its proportionate contractual share of fire services, shall remain in force, and,

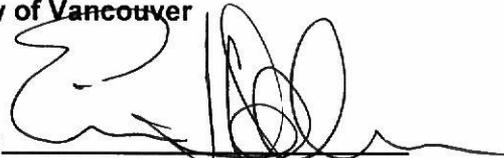
Whereas, there now exists a need, with the elimination of Article 7(b) of the Fire Department Services Agreement, to establish a method whereby the general fund budget may be established, if needed in the future,

Now, therefore, it is agreed between the parties as follows:

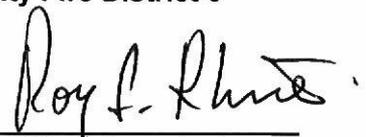
1. **Maintenance of the Fire Services Transition Agreement.** Notwithstanding any modifications made to the Fire Department Services Agreement, all provisions of the Fire Services Transition Agreement shall remain in force until such time that Fire District 5 ceases to exist as a legal public taxing entity, with modifications as outlined below.
2. **Establishment of Annual 6209 Budget.** In the event that the City is required to subsidize the Fire District's general fund (6209) due to annexation and subsequent inadequate tax revenues, the parties shall use Exhibit A from the Fire Services Transition Agreement as a guideline to establish the Fire District's 6209 Budget for all years for which a subsidy from the City to the District is necessary.

Dated: September 20, 2010

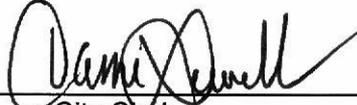
City of Vancouver

BY: 
Eric Holmes, City Manager

Clark County Fire District 5

BY: 
Roy Rhine, Commissioner

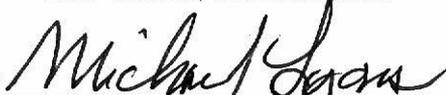
ATTEST:


City Clerk
Carrie Lewellen
Deputy City Clerk

APPROVED AS TO FORM:


City Attorney

BY: 
Ron Gibson, Commissioner

BY: 
Mike Lyons, Commissioner

BY: 
David Vial, Secretary



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Page: 1 of 7
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Clark County, WA

CLARK COUNTY FIRE DIST #5 AGR

38.00

RETURN ADDRESS

CLARK County Fire DIST 5
11606 NE 66TH ST
VANCOUVER WA 986

Please print neatly or type information

Document Title(s)

Fire Services TRANSITION AGREEMENT

Reference Numbers(s) of related documents:

Additional Reference #'s on page ____

Grantor(s) (Last, First and Middle Initial)

city of VANCOUVER

CLARK COUNTY FIRE DIST 5

Additional grantors on page ____

Grantee(s) (Last, First and Middle Initial)

CLARK COUNTY FIRE DISTRICT 5 city of VANCOUVER

Additional grantees on page ____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party



FIRE SERVICES TRANSITION AGREEMENT

This Agreement is entered into this 14th day of November, 2005 between Clark County Fire Protection District No. 5, a municipal corporation, referred to hereafter as "District", and the City of Vancouver, a first class charter city and municipal corporation hereafter referred to as "City".

This Agreement is entered into by the City and the District under the authority of RCW 52.12.031 and in conformity with Ch. 39.34 RCW, the Interlocal Cooperation Act.

Whereas, as a result of the adoption of the State Growth Management Plan and the City's subsequent adoption of a plan to annex those areas included within its urban growth boundary, City and District recognized that the transition of District territory to the City required long term cooperative planning; and

Whereas, in 1994 the City and the District initially entered into a joint operating agreement whereby the City agreed to provide fire protection to the District in consideration for the District's agreement to transfer its real property tax revenues less District operating expenses to the City; and

Whereas, in 2000, City and District agreed to authorize District to operate a regional emergency training center now known as the Northwest Regional Training Center which provides training in emergency management, safety and compliance matters; and

Whereas, since 1994, significant areas of the District within the City's urban growth boundary have become part of the City and District and City have modified and amended the fire services operating agreement; and

Whereas, the parties recognize that as additional District territory becomes part of the City, it reduces the amount of revenues the District will collect for the provision of fire services and the ongoing operations of the District; and

Whereas, the City and the District recognize and support the need for District to continue to operate as a public entity with sufficient operational funding until such time as the District ceases to exist as a legal, taxing entity; and

Whereas, the City and the District recognize and support the need for the Northwest Regional Training Center to operate and maintain its financial viability until such time that the District ceases to exist as legal, taxing entity; and

Whereas, the parties further recognize that long term financial and other planning for the District becomes increasingly difficult should additional annexations occur on a piece meal basis; and

Whereas District and City believe that it is in the best interest of the parties, their taxpayers, property owners and residents to plan for the annexation of the remaining area of District that is located within the City's urban growth boundary; and

Whereas, it is the intent of both the District and the City to insure that the taxpayers, property owners and residents of such area as well as the City receive the highest level of emergency and public services available when the remaining area of District located within the City's urban service boundary transitions to the City; and

Whereas, in consideration of the long term relationship between the City and the District and the terms and conditions herein, District promotes and supports the timely transition of all remaining District territory located in the City's urban growth boundary from the District to the City.

Now therefore, it is agreed between the parties as follows:

1. **Ongoing District Operations.** Notwithstanding any provisions in the Fire Department Services Agreement dated September 12, 2005 between City and District, should any subsequent annexations by the City of District territory result in the District not having sufficient funds to conduct District operations as outlined in Article 7(b) of said Agreement attached hereto as Exhibit "A", the City shall provide funds to the District in order to allow the District to continue such operations under the provisions of that Article. Such obligation on the part of the City under this section will continue until such time that the District ceases to exist as a legal, taxing entity; Provided, however, should the District experience a significant reduction in personnel, City and District agree to review and revise the operational budget for the District as set forth in Article 7(b) of the Agreement.
2. **Fire Protection Services.** In the event that the City becomes obligated to subsidize the District as set forth in section 1 above, City will continue to provide fire protection services to the entire area of the District and to perform all contractual obligations as currently provided for under the Fire Department Services Agreement as referenced in section 1 above.
3. **Asset Transfers Through Ongoing Annexations** – All "asset transfer" provisions of applicable annexation statutes have been previously met by the District, and the City will not pursue any future asset transfers based on future annexations, including the building or buildings in which the District and Training Center are housed and conduct operations.
4. **Actions to be Taken at Such Time the District Ceases to Exist** – At such time the District ceases to exist as a legal, taxing entity, the following shall occur:
 - a. **Building and Other Assets of the District**

All District buildings and assets that have not previously been transferred shall be transferred to and become property of the City, along with any associated debt, in accordance with all applicable state statutes.

b. Operation of the Northwest Regional Training Center

The Training Center shall continue to operate for no less than twenty-four (24) months from the date that the District ceases to exist as a legal, taxing entity.

c. Employees of Fire District 5 and the Training Center

All employees of the District and the Training Center shall become employees of the City and their compensation, including pay, benefits, and leave, shall not be less than it had been with the District, and shall be increased, if necessary, subject to and consistent with City employment classification and compensation policies. Compensation of said employees shall be maintained by the City for a period of not less than twenty-four (24) months from the date that the District ceases to exist as a legal, taxing entity.

d. Potential Longevity of Training Center

During the twenty-four month period as set forth above, the City agrees to review and consider the financial viability of the Training Center and the potential of the Training Center becoming a permanent City operation. In any event, the City shall provide all employees of the District and the Training Center with a minimum of twelve (12) months notice if the City elects not to continue with the Training Center as a City operation.

5. District Support of City Annexation Efforts

The City and the District shall work together as partners to facilitate the timely annexation of all remaining District area located within the City's urban growth boundary. The District will publicly support the annexation of said area in the press, in public meetings and in any proceedings before the Boundary Review Board provided that such actions are consistent with the Public Disclosure laws and regulations.

6. Future Fire Station Operations

The City shall purchase land for construction of a new Fire Station 811 in the Proebstel area of District within 24 months of the execution of this agreement.

The City shall construct, staff, and operate a new fire station in said area within thirty-six (36) months of the date that call volumes reach 300 calls per year in the Station 811 area as shown on attached Exhibit "B".

In the event the City annexes all of the urban growth area within Fire District 5, the City will construct, staff, and operate said fire station immediately.

7. **Modification**

This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

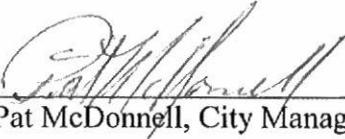
8. **Benefits**

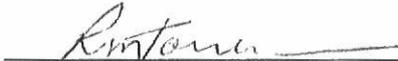
This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

Dated: November 14, 2005.

CITY OF VANCOUVER

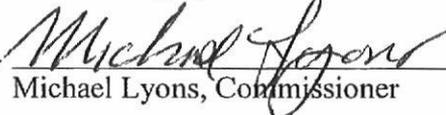
CLARK COUNTY FIRE PROTECTION DISTRICT NO. 5


Pat McDonnell, City Manager

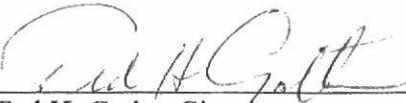

Robert Torrens, Chair

Attest:


R. Lloyd Tyler, City Clerk
Carrie Lewellen, Deputy City Clerk


Conrad Geiger, Commissioner

Michael Lyons, Commissioner

Approved as to form:


Ted H. Gathe, City Attorney

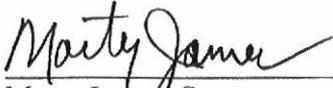

Marty James, Secretary

Exhibit "A"
Section 7(b) of the
Fire Department Services Agreement

b. District Operations

It is the intent of the District that all Fire Department services shall be provided by the Vancouver Fire Department and that any funds otherwise available for direct delivery of those services are to be provided to the Vancouver Fire Department.

The District shall use the revenue from the taxes collected and all other sources (excluding revenues generated from the operation of the Training Center) to pay the District's contribution to the City Fire Department Special Revenue Fund (City Fire Fund 151) and District operating expenses.

The maximum amount of District Operating Expenses in 2005 shall be \$658,436. The maximum amount of District Operating Expenses shall increase by 5% each year.

District operating expenses shall be limited to the following:

- i. Commissioners' fees pursuant to RCW 52.14.010.
- ii. Membership fees for state and local municipal corporation associations and commissioners' associations.
- iii. Fire Commissioners' travel expenses and expenses incurred in attending meetings. Legislative and administrative hearings and all other such functions.
- iv. Attorneys, accountants, auditors and investment officers' fees and costs.
- v. Election expenses.
- vi. Such other reasonable and necessary expenses as may be incurred from time to time by the District and its Board of Fire Commissioners.
- vii. Employment costs for the District Administrator, Fire Marshal and Administrative staff support (.6 fte) employees, who may work in any capacity in Fire District 5 operations including the Training Center.
- viii. Costs associated with Public Education and Public Relations.
- ix. Insurance costs for the insurance coverage listed in Section 13.

In the event the cost of District elections require the District Operating Expenses to exceed the limit identified in this section (Section 7.b), any excess costs, and the source of funding those costs, shall be agreed to in advance by the City and the District for the specific year in which those expenses are expected. The total amount retained each year in the District Operating Fund by the District to pay operating expenses shall not exceed the expenses budgeted by the District for the year without the approval of the City. No later than December 31 each year the District shall provide the City with a copy of its proposed budget for the next calendar year.

