

## **FIRE AND EMERGENCY MEDICAL PROTECTION SERVICE AREA AGREEMENT**

This Agreement is entered into between Cowlitz 2 Fire & Rescue, a municipal corporation referred to as "District", and the City of Longview, a municipal corporation, referred to as "City".

### **RECITALS**

1. This Agreement is entered into by the City under the authority of RCW 35A.11.040, the District under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The District and the City currently maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
3. The City has a designated planning area boundary that encompasses portions of the District.
4. The parties recognize that annexations by agreement of District territory by the City will result in the reduction of the tax base of the District and may result in the transfer of District assets to the City.
5. The parties are currently parties to a Mutual and Automatic Aid Agreement.
6. The parties are currently parties to an Interlocal Agreement for Emergency Medical Services.

### **AGREEMENT**

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 in effect from the date of execution, and shall remain in effect unless terminated by either Party.
2. **Termination.** This agreement may be terminated by either party upon one hundred eighty (180) days' notice. In the event that this agreement is terminated, any annexation of properties into the City that is initiated and completed while this agreement is in effect shall be subject to the shared tax provisions set forth in item 5 (**Tax Revenue Sharing**) and item 6 (**EMS Transport Revenue**) of this agreement.
3. **Annexation Areas.** The provisions of this Agreement shall apply to all areas located within the District annexed into the City by agreement between the City, the District, and Cowlitz County in accordance with RCW 35.13.238, as presently exists or as may be amended, and that are currently designated as within the Planning Area Boundary as defined in the City's Comprehensive Plan. Each separate area annexed by agreement into the City shall be designated as an Annexation Area under the provisions of this Agreement on the effective date of the annexation.

4. **Service to Annexation Areas.** In the event the City annexes portions of the District, the City immediately assumes primary responsibility to furnish fire protection and fire/ emergency medical services to the annexed area.
5. **Tax Revenue Sharing.** In exchange for the District's loss of property tax revenue from city annexations completed while this agreement is in effect, the City will in year one (1) make biannual (January 1-June 30, payable by July 10<sup>th</sup> and July 1-December 31, payable by January 10<sup>th</sup>) payments in the amount of 100% of the tax assessment that would have been collected had the annexation not occurred and 80% in year two (2), 60% in year three (3), 40% in year four (4) and 20% in year five (5). Following the fifth year, no additional compensation for tax assessment will be remitted.

In the event the District collects tax assessment revenue for the annexed area, in years following annexation, the District will make biannual payments of the amounts collected before June 30<sup>th</sup>, payable by July 10<sup>th</sup> and for revenue collected before December 31<sup>st</sup>, payable January 10<sup>th</sup>.

6. **EMS Transport Revenue.** In exchange for the District loss of Emergency Medical Transport Revenue from city annexations while this Agreement is in effect, the City will in the first year following an annexation make biannual payments in the amount of 100% of the previous three (3) years average of District EMS transport revenue that would have been collected had the annexation not occurred and 80% in year two (2), 60% in year three (3), 40% in year four (4) and 20% in year five (5). Following the fifth year, no additional compensation for EMS transport revenue will be remitted.
7. **Assessed Valuation.** Assessed Valuation shall be the "regular" assessed valuation the year prior to an effective annexation, as established by the Cowlitz County Assessor.
8. **Asset Transfers.** In the event the City annexes areas of the District the City agrees that it will not invoke the asset transfer provisions of RCW 35.02.190, 35.02.200, 35.02.205 35A.14.380 and .400, as presently exists or as may be amended, relating to ownership of assets for each annexation.
9. **Liability.** Each party shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.
10. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, at the time of transmittal if transmitted by facsimile transmission or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as either party may designate at any time in writing.

11. **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.
12. **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 the parties unless executed in writing by authorized representatives of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
13. **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.
14. **Renegotiation.** In the event the City shall annex or attempt to annex any area of the District located outside of the current Planning Area Boundary designations, the parties agree to renegotiate the terms of this Agreement in respect to such annexations.
15. **Other Service Agreements.** This Agreement is not intended to modify the terms of the existing Mutual and Automatic Aid Agreement or the Interlocal Agreement for Emergency Medical Services between the parties.
16. **Multiple Counterparts.** This Agreement may be signed by the parties in multiple counterparts.

Dated: 4/14/16

CITY OF LONGVIEW

By: David M. Campbell  
City Manager

Dated: 4/26/16

COWLITZ 2 FIRE & RESCUE

By: David J. LaD  
Fire Chief

Attest:

Kaylee Coley  
City Clerk

Approved as to form:

James M. Curran  
City Attorney