

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.: _____
Subject: Resolution No. 2016-X Authorizing the
Mayor to Execute a First Amendment to
Operational Service Agreement for
Fire/EMS Services with
Pierce County Fire Protection District
No. 17

Meeting Date: November 28, 2016
Prepared by: Kathy Linnemeyer
Town Clerk

Summary: South Pierce Fire and Rescue have provided Fire and EMS services to the Town of Eatonville pursuant to an Operational Service Agreement for Fire and EMS Services dated September 1, 2015. Section V(A)(2) of the agreement states that the Town and SPFR shall meet and agree on the amount of the Town's annual payment for the years 2017, 2018 and 2019.

The Town Administrator and Town Clerk met with Chief Galey and Assistant Chief Yount and agree to the increased agreement amount of \$33,500 for the year 2017. The increase was calculated based on the 2016 and 2017 Assessed Values and calculating the difference of the Fire/EMS portion of the Regular Tax Levy (\$1.02/\$1,000) and the EMS Levy (.50/\$1,000).

Recommendation: The Mayor recommends adoption of Resolution No. 2016-X authorizing the Mayor to execute a First Amendment to the Operational Service Agreement for Fire and EMS services with Pierce County Fire Protection District.

Motion for consideration: I move to adopt Resolution No. 2016-X authorizing the Mayor to execute a First Amendment to the Operational Service Agreement for Fire and EMS services with Pierce County Fire Protection District.

Fiscal Impact: \$33,500

Attachments: Resolution No. 2016-X, First Amendment to Operational Service Agreement

RESOLUTION 2016-X

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
APPROVING A FIRST AMENDMENT TO THE OPERATIONAL
SERVICES AGREEMENT WITH PIERCE COUNTY FIRE
PROTECTION DISTRICT NO. 17 (DBA SOUTH PIERCE FIRE AND
RESCUE)**

WHEREAS, on September 1, 2015, the Town and SPFR entered into a Operational Services Agreement (the "Agreement") for Fire and EMS services; and

WHEREAS, section V(A) (2) of the Agreement states that the Town and SPFR shall meet and agree on the amount of the Town's annual payment for the years 2017, 2018, and 2019; and

WHEREAS, the Town and SPFR have met and agreed on the amount of the Town's annual payment for 2017; and

WHEREAS, the Town and SPFR will meet not less than 90 days before January 1, 2018 and agree on the amount of the Town's annual payment for the years 2018 and 2019; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the attached First Amendment to the Operational Service Agreement with Pierce County Fire Protection District No. 17.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 28th day of November 2016.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

**FIRST AMENDMENT TO
TOWN OF EATONVILLE OPERATIONAL SERVICE AGREEMENT
WITH PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17 (DBA SOUTH PIERCE FIRE
AND RESCUE)**

THIS First Amendment to the Town of Eatonville (hereinafter referred to as "the Town") Operational Service Agreement with Pierce County Fire Protection District No. 17 (hereinafter referred to as "SPFR") (First Amendment) is made effective as of the 1st day of January, 2017, by and between

TOWN OF EATONVILLE, WASHINGTON ("TOWN")
210 Center Street West
P.O. Box 309
Eatonville, WA 98328

and

PIERCE COUNTY FIRE PROTECTION DISTRICT ("SPFR")
5403 340th Street East
Eatonville, WA 98328

RECITALS

WHEREAS, on September 1, 2015, the Town and SPFR entered into a Operational Service Agreement (the "Agreement") for Fire and EMS services; and

WHEREAS, section V(A) (2) of the Agreement states that Town and SPFR shall meet and agree on the amount of the Town's annual payment for the years 2017, 2018, and 2019; and

WHEREAS, the Town and SPFR have met and agreed on the amount of the Town's annual payment for 2017; and

WHEREAS, the Town and SPFR will meet not less than 90 days before January 1, 2018 and agree on the amount of the Town's annual payment for the years 2018 and 2019 now, therefore, the parties agree as follows:

AGREEMENT

1. Section V of the Agreement is hereby amended to read as follows:

V. PAYMENT BY TOWN

A. In exchange for fire suppression, fire prevention, building plan review and inspection services, emergency medical services and other services and costs of any kind or nature incidental to the protection of persons and property provided by SPFR to the Town, and after applying a credit for the value of the equipment, vehicles, and apparatus to be leased by SPFR, the Town will pay SPFR annually \$400,000.00 \$433,500.00 for the calendar years of ~~2015~~ and

~~2016 2017~~; provided the total amount paid in 2015 shall be pro-rated based on the effective date of this Agreement.

1. Payments of one-twelfth of the amount due and owing shall be made by the Town to SPFR on a monthly basis, by the 10th of each month.
2. Not less than 90 days before January 1, ~~2017~~2018, the Town and SPFR shall meet and agree on the amount of the Town's annual payment for the years ~~2017~~, 2018, and 2019.

2. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

TOWN OF EATONVILLE

Pierce County Fire Protection District No. 17
(SPFR)

By: _____
Mike Schaub
Mayor

Chariman, Mark Guenther

Date: _____

Commissioner, John Christian

Attest:

Commissioner, Dan Morris

By: _____
Kathy Linnemeyer
Town Clerk

Commissioner, John Sebastian

Commissioner, Olivia Werner

Attest:

SPFR District Secretary

Approved on:

Date

**TOWN OF EATONVILLE
AND
PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17
(DBA SOUTH PIERCE FIRE AND RESCUE)
OPERATIONAL SERVICE AGREEMENT**

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TOWN OF EATONVILLE
AND
PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17
(DBA SOUTH PIERCE FIRE AND RESCUE)
OPERATIONAL SERVICE AGREEMENT

THIS INTERLOCAL OPERATIONAL SERVICE AGREEMENT is entered into by and between the TOWN OF EATONVILLE, a Washington State municipal corporation (hereinafter referred to as "the Town") and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17, a Washington State municipal corporation (hereinafter referred to as "SPFR"), and in conformity with Chapter 39.34 RCW, for full consolidation of fire services.

RECITALS:

WHEREAS, the Town currently operates and maintains its own Fire Department to provide comprehensive fire suppression, fire prevention, building plan review and inspection services, emergency medical services, and other services incidental to the protection of persons and property in the Town; and

WHEREAS, the Fire District's jurisdictional boundaries adjoin those of the Town, the jurisdictions being contiguous; and

WHEREAS, the Fire District is capable of providing all of the services currently provided by the Town's Fire Department and has provided administration for the Eatonville Fire Department pursuant to Agreement since November 2014; and

WHEREAS, the parties desire to contract for full consolidation of all fire suppression, fire prevention and other services incidental to the protection of persons and property in the Town now performed by the Town's Fire Department along with the administration of the fire service to be provided; and

WHEREAS, the parties executed an Inter-local Cooperation Agreement for Administrative Services effective January 1, 2015; and

WHEREAS, it is in the best interests of the parties to consolidate the operations of the Eatonville Fire Department for the Town through this Agreement with SPFR; and

WHEREAS, both parties agree that as soon as reasonably possible, to serve the best interests of the citizens, the Town and SPFR will go to the voters to seek a full annexation into SPFR;

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, it is agreed as follows:

I. GENERAL PROVISIONS

A. INCORPORATION OF RECITALS: The foregoing recitals are incorporated herein by this reference.

1. Term

This Agreement shall commence on the 1st day of September, 2015, and continue thereafter for a period of five (5) years. In order to terminate the Agreement at the end of the five (5) year period it will be necessary for the party seeking termination of the Agreement to give the other party written notice of their intent to terminate eighteen (18) months prior to the effective date of the termination of the Agreement. After five (5) years, if neither party has given written notice of intent to terminate, this Agreement shall automatically renew for successive one (1)-year terms until either party gives the other party ninety (90)-days' written notice of termination.

It is the parties' intent to go to their voters during the initial 5-year term of this Agreement to seek approval of a full annexation into SPFR. Accordingly, if the voters approve annexation, either party may give written notice to the other party terminating this Agreement effective upon such date as the parties may agree.

2. Contact Person and Administrator

During the term of this Agreement, the Town and SPFR shall each designate a "contact person" whom the other party shall be able to contact regarding the implementation of this Agreement and questions arising as a result hereof.

Promptly after the execution of this Agreement, each party shall notify the other of the name, address, and telephone number of its contact person and thereafter, of any changes in this position.

Pursuant to RCW 39.34.030(4)(a), the Fire Chief of SPFR shall be considered the Administrator of this Agreement. For purposes of the International Fire Code and related Town ordinance, the Fire Chief shall be considered the Fire Chief of the Town of Eatonville during the term of this Agreement, and shall be answerable to the Mayor in such capacity.

3. Meetings

The SPFR Chief or his/her designee shall attend meetings as requested by the Mayor of Eatonville or the Eatonville Town Administrator. The Mayor of Eatonville shall designate a person to attend SPFR Board meetings as needed.

4. Community Identity

Current Town of Eatonville Fire Department (hereinafter referred to as "EFD") signage on the Town of Eatonville Fire Station 84 at 201 Center St W (hereinafter referred to as "Fire Station 84") shall remain largely the same but SPFR may add signage with the SPFR logo and station number to the Fire Station 84. Apparatus regularly assigned to the Eatonville Fire Station 84 shall have signage that reads "Proudly serving the Eatonville Community".

5. Administrative Services Agreement

The Inter-local Cooperation Agreement for Administrative Services between the Town of Eatonville and SPFR, dated January 1, 2015 is hereby terminated and superseded by this agreement.

II. STATION/EQUIPMENT

A. Equipment/Vehicles/Apparatus Lease Terms

1. Any and all equipment/vehicles/apparatus currently owned by the Town and assigned to the EFD will be leased to SPFR with stipulation that such equipment continues to be used for delivery of fire and rescue services in the district. Any equipment/vehicles/apparatus currently owned by the Town and currently assigned to the EFD personnel will be leased to SPFR in the same way with the same stipulation. SPFR shall maintain and insure the vehicles/equipment/apparatus as per the terms of this Agreement.
2. The Town is leasing in "as is" condition, the vehicles and equipment listed in Attachment A. SPFR understands and acknowledges the Town, its elected and appointed officials, employees and volunteers, and others working on its behalf, makes no warranty of condition or the proper fit of this vehicle/equipment. SPFR has inspected the vehicle/equipment prior to the execution of this agreement.
3. The Town makes no promises, guarantees, representations, or warranties, implied or otherwise, from the lease of this vehicle/equipment, as to the safe condition, functionality, or operability of the equipment, or of any of its parts, or of any work previously performed on the vehicle/equipment, including repair, modification, and maintenance work. SPFR understands that the Town assumes no liability for any loss, damage, or injury to any person or property that occurs subsequent to the execution of this agreement, nor is the Town responsible for any damage to or liability arising from the use of the vehicle/equipment.
4. SPFR assumes any and all responsibility for the loss or damage of the vehicle/equipment and agrees to hold the Town, its elected and appointed officials, employees and volunteers harmless for any bodily injury or

property damage sustained as a result of the use of the loaned vehicle/equipment by SPFR and SPFR's employees and volunteers.

5. The Town agrees that in the event the vehicle/equipment is damaged to the extent that it is declared a total loss due to the cost of repair meeting or exceeding the Actual Cash Value of the vehicle, SPFR will be obligated to compensate the Town for the Actual Cash Value, or Market Value, of the vehicle/equipment.
 6. Prior to the effective date of this Agreement, the parties shall prepare an inventory of the supplies in each vehicle that is to be leased to SPFR. Upon termination of this Agreement, SPFR shall return the leased vehicles with the same or equivalent inventory of supplies, unless the parties agree otherwise.
 7. The equipment/vehicles/apparatus currently owned by the Town and to be leased to SPFR are listed in Attachment A, a copy of which is attached to this Agreement and incorporated by reference.
 8. SPFR shall provide and pay for all new equipment needed for operational purposes. These include, but are not limited to equipment such as radios, cellular phones, regular phones, copiers, computers, printers, servers, fax machines, etc. Separate from this agreement, SPFR and the Town may mutually agree to a cost sharing arrangement for certain Town-wide equipment.
- B. Fire Station 84
- The real property at 201 Center St W, WA, known commonly as the "Fire Station 84" is the property of the Town.

SPFR will have use of the Fire Station 84 during the term of the Agreement as long as it is being used to deliver fire and medical services to the Town. If SPFR discontinues use of the Fire Station 84 for delivery of fire and medical services, then the Fire Station 84 shall no longer be available for use by SPFR and the Town may make such use of the Fire Station 84 as it deems appropriate. The use will be deemed to continue if the station is either staffed by uniformed fire personnel or used to house emergency vehicles.

1. Fire Station 84 Maintenance and Repair
SPFR shall pay the costs of "routine" maintenance and repair of the building, including but not limited to normal use-related costs for wear and tear, the cost of painting the interior of the building, any costs associated with the use or change of use of office space, costs related to electrical, plumbing, telecommunication and data lines maintenance, repair, and upgrade and the costs of all utilities and janitorial services. SPFR shall also pay the cost of any remodeling of the building that it desires to make except that written

permission from the Town shall be required before such remodeling is commenced, including but not limited to painting the interior of the building. Town is responsible for the cost of "major" maintenance and repair which includes the roof, subfloor, foundation, exterior walls, and capital repairs and replacements to the plumbing, electrical, HVAC and other major system or structural items, parking lots/grounds maintenance and external paint. However, for major repairs exceeding fifty thousand dollars (\$50,000), the Town at its sole discretion may deem that the repair costs are financially not possible or advisable and notify SPFR that the use of the Fire Station 84 is no longer available.

III PERSONNEL

A. LEOFF 1 Members

Town currently does not have any LEOFF 1 or pre-LEOFF 1 members. If SPFR hires any LEOFF 1 or pre-LEOFF 1 member(s) then at the termination of this contract, SPFR shall retain any and all costs/liabilities related to retiring LEOFF 1 and pre-LEOFF 1 members.

B. Employment of Personnel

1. The Town currently employs a firefighter/paramedic to provide fire prevention, emergency medical services and related support services and a secretary to provide general administrative and clerical services ("Town Fire Department employees"). Upon the effective date of this Agreement, the individual serving as firefighter/paramedic will be laid off and the individual serving as secretary will be re-assigned to another department within the Town, by the Town.
2. SPFR is neither obligated pursuant to this Agreement nor expected to hire the Town's Fire Department employees. However, SPFR agree to provide the Town and the Town's Fire Department employees who are given notice of layoff with notice and an opportunity to apply for any job openings at SPFR for which the Town's Fire Department employees are qualified.
3. Prior to the effective date of this Agreement, the Town and the International Association of Firefighters, Local 726 shall resolve any issues relating to the implementation of this Agreement, and the status of any Town Fire Department employees who are members of the union.

C. Outstanding Personnel Issues

Town retains responsibility for any personnel actions/issues involving the Town Fire Department employees that occurred (originated) before the effective date of the Agreement. SPFR retains responsibility for any personnel actions/issues that originate after the effective date of this Agreement.

IV. DISTRICT SERVICES

- A. All the services SPFR provides now or in the future within SPFR will be provided in the same proportion and manner within the Town and Town owned facilities; specific to this agreement including the following:
- Emergency Management Director responsibilities
 - Fire cause and origin investigation

The Town may from time to time measure key services and related outcomes being delivered by SPFR, including but not limited to staffing, response times, and medical transport.

B. Medical Transport

SPFR will provide medical transport at no out-of-pocket expense to Town of Eatonville residents and to Town of Eatonville employees from Town-owned facilities.

V. PAYMENT BY TOWN

- A. In exchange for fire suppression, fire prevention, building plan review and inspection services, emergency medical services and other services and costs of any kind or nature incidental to the protection of persons and property provided by SPFR to the Town, and after applying a credit for the value of the equipment, vehicles, and apparatus to be leased by SPFR, the Town will pay SPFR annually \$400,000.00 for the calendar years of 2015 and 2016; provided the total amount paid in 2015 shall be pro-rated based on the effective date of this Agreement.
1. Payments of one-twelfth of the amount due and owing shall be made by the Town to SPFR on a monthly basis, by the 10th of each month.
 2. Not less than 90 days before January 1, 2017, the Town and SPFR shall meet and agree on the amount of the Town's annual payment for the years 2017, 2018, and 2019.
- B. In regards to medical transport services provided within the Town's medical transport service area, reimbursements from Medicaid and other health insurers are customarily paid to the Town. The Town agrees to transfer all such reimbursement amounts received, less a five percent (5%) administrative fee, to SPFR within thirty (30) days of the Town's receipt. The Town's 2015 Transport Budget is set at \$180,000.00, which is an estimate based on the Town's best judgment. SPFR will retain one hundred percent (100%) of proceeds from all transports provided to health care facilities outside Town limits.
- C. SPFR will retain all proceeds from additional revenue sources such as grants and donations.
- D. The Town will forward to SPFR the "fire" portion of plan review and inspection fees from properties or projects within the Town less an administrative fee of

15%. The fire portion of the plan review and inspection fees shall be paid within 45 days of the last day of each quarter of the year.

VI. SUCCESSORS AND ASSIGNS

The Town shall allow the assignment or succession of this Agreement without further approval of the Eatonville Town Council so long as the delivery and management of services is not significantly changed and the cost of those services does not change from the amounts set forth in this Agreement.

VII. ELECTION COSTS

In the event of an annexation measure being placed on a ballot for the annexation of the areas within the Town to SPFR, the parties agree that the Town's share of the costs shall be limited to the Town boundaries; SPFR's share of the election costs shall be limited to their boundaries.

VIII. DISPUTES

This Agreement shall allow for either party to reopen specific contract provisions for re-negotiation by giving the other party ninety (90) days written notice. The written notice shall specify the provision to be negotiated and the requested change. If the parties cannot come to resolution through this dispute resolution process then the parties may proceed to the binding arbitration provision as set out in Section IX of this Agreement.

IX. BINDING ARBITRATION

In the event of any dispute arising out of this Agreement, the parties hereto agree to submit such dispute to binding arbitration by one arbitrator in accordance with the rules then pertaining to Superior Court Rules of Mandatory Arbitration (or its equivalent), except that the arbitration shall be conducted under the auspices of the arbitrator rather than the Superior Court and shall not be subject to the monetary limitations or restrictions on issues dealing with equitable, rather than legal considerations. The arbitration shall be commenced by delivery to the party of a written demand for arbitration which shall include a statement of the basis of the dispute. Within five (5) business days of the delivery of such demand each party shall designate a representative who is not an officer, employee or commissioner of the parties. Those two representatives shall attempt to agree on the arbitrator. If, within ten (10) business days of the designation of the two representatives (or expiration of the time for designation of representatives, whichever occurs first), the two representatives have not reached agreement on the arbitrator, then either party may, on five (5) business days written notice, request the presiding department of Pierce County Superior Court to designate the arbitrator. The arbitrator's fees shall be borne equally by the parties during the course of the arbitration. However, the substantially prevailing party, if any, in the arbitrator's opinion, shall be entitled to reimbursement of such fees paid, as well as reasonable attorney fees incurred, as part of the arbitration award. The award rendered by the arbitrator shall be final and binding, and judgment may be entered upon it in accordance with applicable law in Pierce County Superior Court.

X. TERMINATION REVERSION

Upon termination of this Agreement, all Town property (equipment, apparatus and gear) in possession of or under the control of SPFR pursuant to the lease agreement attached as Attachment B shall be returned to the possession and control of the Town in good operating condition and repair, except for normal wear and tear, as its sole property and SPFR shall have no further right, title or interest therein.

XI. TERMINATION -- Jointly Acquired Property

It is understood that during the term of this Agreement the Town and SPFR may jointly acquire facilities, equipment and/or apparatus from time to time. It is understood by both parties that jointly acquired property must be identified as such prior to the purchase of that property. Upon termination, any and all such jointly acquired property shall be equitably divided between and among such parties according to the proportionate amounts contributed by each such party for such acquisitions. The method, manner and precise nature of such distribution(s) shall be determined by the parties who shall endeavor to make a fair and equitable in-kind division and distribution of such items and taking into account any depreciated value of such items since acquisition, if any.

XII. INSURANCE

During the term of this Agreement the SPFR shall keep and maintain the following policies of insurance in full force and effect at its sole cost:

SPFR shall insure the fire equipment, vehicles, and apparatus set out in Attachment A and the contents of the Fire Station 84. The Town shall insure the Eatonville Fire Station 84 building.

Property Insurance. Full comprehensive replacement value coverage for loss, damage or destruction of personal property that was owned by the Town (separately or jointly owned with SPFR) but that is in the possession or under the control of SPFR, as indicated in the Insurable Value column on Attachment A.

Professional Liability (Errors and Omissions) Insurance on an occurrence or per claims made basis against any claims which may arise from or in connection with the performance of the work hereunder by SPFR, its employees, agents or subcontractors. The cost of such insurance shall be borne by SPFR. SPFR shall maintain limits on such insurance in the amount of \$1,000,000.00 per claim or occurrence with an aggregate of \$5,000,000.00. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, agents, representatives or volunteers.

Commercial General Liability Insurance against which any claims may arise from or in connection with the performance of the work hereunder by the SPFR, its employees, agents or subcontractors. Commercial General Liability Insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and

advertising injury. The Town shall be named as an insured under the SPFR's Commercial General Liability insurance policy with respect to the work performed for the Town. The cost of such insurance shall be borne by SPFR. SPFR shall maintain limits on such insurance in the amount of \$1,000,000.00 per occurrence/accident with an aggregate of \$5,000,000.00. The Town, its officers, officials, employees, agents and representatives are to be covered as insured as respects liability arising out of activities performed by or on behalf of the SPFR or vehicles owned, leased, hired, or borrowed by SPFR. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, agents, representatives or volunteers.

Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Service Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage if the form is not appropriate for fire and rescue vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident and \$5,000,000 in the aggregate.

Additional Insured. The Town and its employees, agents, representatives, volunteers, and council members shall be named as an additional insured on all such policies of insurance.

Primary Insurance. SPFR's policies of insurance shall be primary, except for policies covering the Fire Station 84 building at 201 Center Street W, Eatonville, WA. The Town does not waive its right to subrogation against SPFR and the policy shall be so endorsed.

Cancellation Notice. All such policies of insurance shall contain a provision or an endorsement that requires at least 30 days prior written notice to the Town of cancellation of material change in policy terms.

Acceptability of Insurers: Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII. The insurer shall be authorized to do business in the State of Washington.

No Limitation. SPFR's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of SPFR to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

Proof of Coverage. SPFR shall provide the Town with proof of such insurance coverage, initially with a certificate of insurance from the SPFR's carrier(s) upon the effective date hereof, and with copies of such policies within thirty (30) days of the effective date of this Agreement, and including all renewals or extensions thereof.

Town shall provide SPFR with proof of such insurance coverage, initially with a certificate of insurance from Town's carrier(s) within thirty (30) days of the effective date of this Agreement, and including all renewals or extensions thereof.

Insurance for Other Losses. SPFR shall assume full responsibility for all loss or damage from any cause whatsoever to any of the Town's equipment, tools, or motor vehicles owned or leased by SPFR.

XIII. HOLD HARMLESS

SPFR agrees to and shall hold harmless, defend and indemnify the Town and its employees, agents, representatives, volunteers and council members, from and against all liability and damages, and claims of such liability and damages, including reasonable attorney's fees, for injuries to persons or property arising out of or in connection with SPFR's performance, or the performance of its employees, agents, or sub-contractors, of services called for herein, and its duties and obligations hereunder.

Town agrees to and shall hold harmless, defend and indemnify SPFR and its employees, agents, representatives, volunteers and commissioners, from and against all liability and damages, and claims of such liability and damages, including reasonable attorney's fees, for injuries to persons or property arising out of or in connection with Town's performance, or the performance of its employees, agents, or sub-contractors, of services called for herein, and its duties and obligations hereunder.

Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of SPFR and Town, their officers, officials, employees, and agents, each party's liability shall be only to the extent of the party's negligence. It is further expressly understood that the indemnification provided herein constitutes SPFR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

XIV. INDEPENDENT STATUS

The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

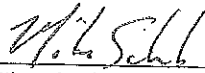
XV. SEVERABILITY CLAUSE

If any section, sentence, clause, or phrase of this agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this agreement.

XVI. GOVERNING BODY APPROVAL

This Agreement has been approved by the Eatonville Town Council at a regularly scheduled Council meeting and by the Commissioners of SPFR at a regularly scheduled Commissioners' meeting.

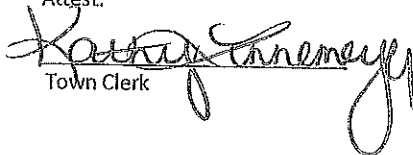
TOWN OF EATONVILLE



Mike Schaub, Mayor

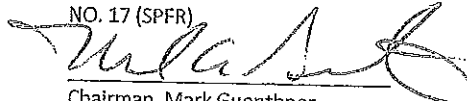
Approved as to form

Town Attorney


Attest:


Town Clerk

PIERCE COUNTY FIRE
PROTECTION DISTRICT
NO. 17 (SPFR)



Chairman Mark Guenther




Commissioner John Christian



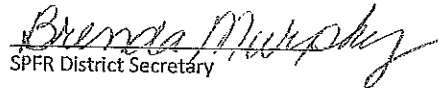
Commissioner Dan Morris

Commissioner John Sebastian



Commissioner Olivia Werner

Attest:



SPFR District Secretary

Approved on:

August 17, 2015

Date

Operational Service Agreement – Town of Eatonville and South Pierce County Fire District No. 17

ATTACHMENT A

Town of Eatonville

And

Pierce County Fire Protection District No. 17
Operational Service Agreement

INSURABLE ITEMS GREATER THAN \$5,000

Asset	Location	Class	Dept	Status	Cost	Make	Model	VIN #	Unit #
Fire Vehicle	FIRE	Auto	FIRE	Active	\$70,000	1997	Spartan Pumper	457D19K0ITC021760	ES7-1
Fire Vehicle	FIRE	Truck	FIRE	Active	\$	2005	Spartan Pumper	487HT2B9960054209	EO6-1
Fire Vehicle	FIRE	Auto	FIRE	Active	\$7,500	1996 Ford	Ford E350 Wheeled Coach	1FDKE30F0TH848215	MS6-1
Fire Vehicle	FIRE	Auto	FIRE	Reserve	\$5,000	1997 Ford	Ford E350 Wheeled Coach	1FDK37F6VEB81159	MS7-1
Fire Vehicle	FIRE	Auto	FIRE	Active	\$7,500	1999 Ford	F350 Wheeled Coach	1FDXE40FOXHB23395	M99-1
Fire Vehicle	FIRE	Truck	FIRE	Active	\$5,000	1998	Ford Expedition	1FMPUJ18L8W1B50965	B84

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