

ADDENDUM TO INTERLOCAL AGREEMENT FOR JOINT  
OPERATION OF FIRE AND EMERGENCY MEDICAL  
PROTECTION FACILITIES

FILE COPY

This Addendum to Interlocal Agreement is entered into by and between ISLAND COUNTY FIRE PROTECTION DISTRICT NO. 1, a Municipal Corporation (Hereafter referred to as "DISTRICT 1"), and the CITY OF STANWOOD, a Municipal Corporation (Hereafter referred to as "CITY").

DISTRICT 1 and CITY did, on the 14th day of April, 1997, enter into an Interlocal Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities. A copy of the agreement is attached, marked Exhibit "A", and incorporated by reference.

CITY desires to have two Fire Fighter/EMTs (Hereafter FF/EMTs) assigned in its Fire Station during regular weekday, daytime hours; DISTRICT 1 has agreed to hire the proposed FF/EMTs for the sole purpose of meeting CITY's request.

DISTRICT 1 and CITY have agreed that CITY will compensate DISTRICT 1 for providing said FF/EMTs in an amount set forth in this agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement, and in further consideration of the mutual benefits to be received by both DISTRICT 1 and CITY, it is agreed as follows:

1. SUPPLY OF FIRE FIGHTER/EMTs.

DISTRICT 1 agrees to provide to CITY two FF/EMTs. The FF/EMTs shall meet the qualifications, and shall perform the required job tasks, all as set forth in the job description set forth in Exhibit "B", attached, which is incorporated by reference.

DISTRICT 1 shall modify the job description set forth in Exhibit "B", attached, from time to time, and shall give notice of said modification to CITY.

The FF/EMTs shall be employees of, and shall be subject to the directions of, DISTRICT 1. The full-time work place of said FF/EMTs shall be at the Stanwood Fire Department.

Qualified Volunteer Fire fighters and Volunteer FF/EMTs from CITY's Fire Department and DISTRICT 1 (in priority order) shall be used to fill FF/EMT vacancies caused by vacations, comp time, sickness, schooling, etc. DISTRICT 1's Fire Chief shall set requirements to determine if a volunteer is qualified to fill vacant positions.

The Stanwood Fire Station will not be staffed on legal holidays observed by DISTRICT 1,

The FF/EMTs, while employees of, and under the direction of, DISTRICT 1, shall be identified with Stanwood Fire Department identification patches and badges when assigned at CITY's Fire Station.

2. PAYMENT FOR FF/EMTs.

CITY agrees to pay DISTRICT 1 the sum of up to \$40,000.00 for actual costs incurred for the remainder of the calendar year 1998 for the costs of hiring, outfitting and staffing the two FF/EMT positions. CITY and DISTRICT 1 shall thereafter agree on the payment by CITY to DISTRICT 1 for each subsequent calendar year of the contract. Annual adjustments in the cost of the contract to CITY shall be adjusted annually, per Paragraph 3 below, based on actual costs incurred by DISTRICT 1.

DISTRICT 1 shall pay all wages and ancillary costs for the FF/EMTs, including LEOFF costs; unemployment compensation premiums; health/life/disability insurance premiums; uniform expenses; and all other fringe benefits and costs associated with this Addendum.

DISTRICT 1 shall bill CITY monthly for actual costs, and shall itemize all costs billed.

3. ANNUAL RENEWAL.

This Contract Addendum shall renew annually, unless terminated pursuant to this agreement, on the same terms and conditions, except for annual compensation, which shall be subject to the mutual agreement of the parties. DISTRICT 1 and CITY shall, on or before September 15th of each calendar year, enter into negotiations for adjustment of the annual compensation.

4. TERMINATION.

This Addendum may be terminated by either party upon 6 months written notice to the other party for any reason.

This Addendum may be further terminated in the event either party is in default of the terms of this agreement. The non-defaulting party may give the defaulting party written notice of the default, specifying the specific term or terms of this agreement that are in default. The defaulting party shall have 10 days to correct the default from the date the written notice of default was delivered or mailed to the defaulting party. If the default is not corrected within the 10 day period, the non-defaulting party may terminate the agreement by mailing or delivering notice of termination to the defaulting party. Termination for default shall be effective 30 days from the date of mailing or delivering notice of termination.

In the event of termination of this Addendum, CITY shall hire the FF/EMTs as City employees at the wages being paid to the FF/EMTs at the time of termination, plus all fringe benefits and allowances provided by DISTRICT 1 to the FF/EMTs. DISTRICT 1 has no obligation to employ the FF/EMTs hired under this addendum if the original contract and/or this addendum is terminated.

5. LIABILITY/INSURANCE.

A. PROPERTY INSURANCE. CITY and DISTRICT 1 shall each provide property insurance coverage for all facilities and equipment owned or purchased by such party and used under the terms of this Addendum. CITY shall list DISTRICT 1 as a co-insured on its vehicle policies to cover DISTRICT 1 employees while driving CITY's fire apparatus.

B. LIABILITY INSURANCE. CITY and DISTRICT 1 each agree to carry at all times during the term of this Addendum, comprehensive liability coverage in an amount not less than \$2,000,000.00, covering itself for all activities carried out under this Addendum.

6. LIABILITY.

CITY and DISTRICT 1 shall each be solely responsible for the acts, or failure to act, of its personnel that occur or arise in any way out of the performance of this Addendum by its personnel only. CITY and DISTRICT 1 agree to save and hold the other party, its employees and elected officials harmless from all costs, expenses, loss and damage, including cost of litigation and attorney's fees, incurred as a result of any acts or omissions relating to the performance of this Addendum. Stanwood Volunteer Fire Fighters filling the FF/EMT positions on a temporary basis (per paragraph 1 above)

shall remain employees of the CITY; DISTRICT 1 volunteers filling FF/EMT vacancies (per paragraph 1 above) shall remain employees of DISTRICT 1.

7. APPLICABLE LAW: VENUE.

This agreement shall be construed under the laws of the State of Washington. Venue of any action brought to enforce the terms and conditions of this agreement shall be Island County, Washington.

8. DISPUTE RESOLUTION.

In the event any dispute should arise as to the terms and conditions of this Addendum, DISTRICT 1 and CITY shall each appoint a representative and attempt to resolve the dispute. If the representatives of DISTRICT 1 and CITY are unable to resolve their dispute within 30 days of their first meeting, the parties agree to submit their dispute by the Island/Snohomish Dispute Resolution Center prior to commencement of any legal action to enforce any of the terms and conditions of this agreement.

9. PREVAILING PARTY ATTORNEY'S FEES.

In the event either party shall commence legal action to enforce any of the terms and conditions of this Addendum, the prevailing party in any such litigation shall be entitled to an award of reasonable attorney's fees and costs incurred.

10. NOTICES.

All notices, requests, demands and other communications required by this agreement shall be in writing, and shall be delivered to the parties at the following addresses:

ISLAND COUNTY FIRE PROTECTION DISTRICT NO. 1  
525 East North Camano drive  
Camano Island, WA 98292

CITY OF STANWOOD  
10220 270th N. W.  
Stanwood, WA 98292

11. COMPLETE AGREEMENT.

This Addendum constitutes the entire agreement of the parties relating to FF/EMT positions in the City of Stanwood.

12. CHANGES: MODIFICATIONS.

All changes or modifications to this Addendum shall be in writing and signed by both CITY and DISTRICT 1.

DATED this 24<sup>th</sup> day of August, 1998.

ISLAND COUNTY FIRE PROTECTION  
DISTRICT NO. 1

CITY OF STANWOOD

By Stephen G. Leck  
Commissioner

By Matthew Malone  
Mayor

By George P. Wayne  
Commissioner

By [Signature]  
Commissioner

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

Attest:

[Signature]  
City Clerk

Approved as to Form:

[Signature]  
City Attorney