

RESOLUTION 2026-T

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATIVE FIRE
PROTECTION AGREEMENT WITH SOUTH PIERCE FIRE & RESCUE FOR FIRE
PROTECTION AND RELATED EMERGENCY SERVICES**

WHEREAS, after annexation of the Town of Eatonville (“Town”) into South Pierce Fire & Rescue (“SPFR”), the parties entered into a Post-Annexation Agreement (“Agreement”) for the calendar year 2025; and

WHEREAS, SPFR continued to provide fire protection, fire suppression and emergency medical services during the term of the agreement; and

WHEREAS, SPFR and the Town wish to enter an Interlocal Cooperative Fire Protection Agreement for Fire Protection and Related Emergency Services; and

WHEREAS, the parties agree that the cost for Fire Protection and Related Emergency Services due will be offset by the SPFR lease agreement; now, therefore,

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

THAT: The Mayor is authorized to execute on behalf of the Town of Eatonville the Interlocal Cooperative Fire Protection Agreement with South Pierce Fire & Rescue, as described in Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 27th day of April 2026.

Emily McFadden, Mayor

ATTEST:

Miranda Doll, Town Clerk

**INTERLOCAL COOPERATIVE FIRE PROTECTION AGREEMENT BETWEEN
THE TOWN OF EATONVILLE
AND
SOUTH PIERCE FIRE & RESCUE
FOR FIRE PROTECTION AND RELATED EMERGENCY SERVICES**

THIS AGREEMENT is made and entered into by and between the Town of Eatonville (hereinafter referred to as "EATONVILLE") and South Pierce Fire & Rescue (hereinafter referred to as SPFR), pursuant to the authority granted by Chapter 39.34 RCW and all relevant and associated statutes.

IT IS THE PURPOSE OF THIS AGREEMENT to certify that pursuant to RCW 52.30.020, SPFR will provide fire protection, fire prevention, rescue, and emergency medical services (hereinafter referred to as "Services") to EATONVILLE.

THEREFORE, IT IS MUTUALLY AGREED THAT:

I. STATEMENT OF WORK

SPFR shall provide Services to EATONVILLE property and personnel in the same manner it provides such protection to other occupancies in SPFR service area, including, but not limited to, fire protection services, fire suppression services, rescue, fire investigation, inspections, emergency medical services, basic life support services, and the administrative services necessary to support these programs and services, as well as the specific services as outlined below:

Services:

All services shall be provided in a manner consistent with federal, state and local mandates and service protocols.

SPFR shall coordinate with EATONVILLE as needed for any pre-fire planning to ensure timely and effective fire suppression, building evacuation and delivery of emergency services. Such coordination will include:

1. As needed training activities for the firefighters of SPFR on EATONVILLE facilities.
The training shall familiarize the firefighters with the layout of the buildings, location of fire control systems, access routes and hazards specific to each building.
2. EATONVILLE will be provided with an opportunity to attend and/or present information to the SPFR Commissioners at their regularly scheduled Commissioners' meetings.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 1, 2026, and shall continue thereafter unless terminated sooner or extended, as provided herein. The lease rate shall be adjusted annually on January 1st of each year by an amount equal to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Greater Seattle Metropolitan Index as measured by averaging the April adjustments for the previous five (5) years, with the resulting rate rounded up or down to the nearest ten cents (\$0.10).

III. PAYMENT

The fee structure shall be reviewed and revised on an annual basis while this Agreement is in effect. EATONVILLE and SPFR shall determine at least four (4) months prior to the year-end the costs for fire protection and related emergency services based on the assessed values of EATONVILLE land and improvements and SPFR's levy rate.

It is agreed that the costs for service shall be based on the total assessed value of the EATONVILLE buildings and land identified by the Pierce County Assessor's Office and identified parcel as identified in Exhibit "A" for the 2026-2027 assessment year which is attached and incorporated by reference herein. The properties' assessed value for 2026-2027 is in the amount of \$5,109,200 and the current levy rate is \$1.975/\$1,000.00 of the assessed value. This cost for services will remain constant for the period of January 1, 2026, through December 31, 2026. The cost for 2026 is \$10,090.67 based on the current levy rate.

However, the amount due is offset by SPFR lease of the Eatonville fire station facility, as set forth in Exhibit B. Based upon the fair market lease value of the facility utilized by SPFR, which is **\$39,840.00/year**, and the total value of SPFR services provided to Town facilities, SPFR will pay the Town \$29,750 in 2026 for facility usage, which represents the difference between the fair market lease value and the cost of SPFR providing fire protection services to EATONVILLE.

For future years, the Town will submit a list of properties and assessed values to be included as part of the payment calculation. The levy rate set by the Pierce County Assessor's Office will be utilized to calculate the value of SPFR services. An automatic 3% escalator shall be applied to the lease value at each annual renewal.

IV. EMPLOYEE STATUS

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

V. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended only by written agreement executed by authorized personnel of both parties.

This Agreement shall be subject to re-negotiation in the event of a statutory or regulatory change that materially affects this Agreement or either party's performance of this Agreement.

VI. INDEMNIFICATION

Indemnification by SPFR

SPFR shall indemnify, defend, and hold harmless EATONVILLE and its officers, agents, and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any kind whatsoever arising out of or resulting from any negligent act or omission of SPFR, its officers, agents, or employees in performing obligations under this Agreement. In the event any such claim or suit is brought against EATONVILLE, SPFR shall, at its sole expense, defend the same, provided that EATONVILLE reserves the right to participate in the defense if any governmental authority principle is implicated. If final judgment is rendered against EATONVILLE, its officers, agents, or employees, or jointly against EATONVILLE and SPFR and their respective officers, agents, or employees, SPFR shall fully satisfy such judgment.

Indemnification by EATONVILLE

EATONVILLE shall indemnify, defend, and hold harmless SPFR and its officers, agents, and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any kind whatsoever arising out of or resulting from any negligent act or omission of EATONVILLE, its officers, agents, or employees in performing obligations under this Agreement. In the event any such claim or suit is brought against SPFR, EATONVILLE shall, at its sole expense, defend the same, provided that SPFR reserves the right to participate in the defense if any governmental authority principle is implicated. If final judgment is rendered against SPFR, its officers, agents, or employees, or jointly against SPFR and EATONVILLE and their respective officers, agents, or employees, EATONVILLE shall fully satisfy such judgment.

Concurrent Negligence and Waiver of Immunity SPFR and the District acknowledge and agree that if any such claims, actions, suits, liabilities, losses, costs, expenses, or damage arise from the concurrent negligence of both parties, their officers, agents, or employees, this indemnification provision shall be enforceable only to the extent of each party's respective negligence. For the limited purpose of enforcing this indemnification provision, each party expressly waives its immunity under Title 51 RCW, including with respect to any claims, suits, or causes of action brought by one party's employee(s) against the other party.

VII. INSURANCE

Each party shall provide general liability and property insurance for all operations, buildings and equipment conducted in the performance of this Agreement.

Each party shall provide a Certificate of Insurance showing proof of coverage upon execution of this Agreement.

VIII. TERMINATION

This Agreement is contingent on the lease between EATONVILLE and SPFR being in effect. In the event that lease is terminated, the parties will negotiate a new interlocal agreement for fire protection purposes pursuant to RCW 52.30.020.

IX. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

X. DISPUTES

In the event of a disagreement between the parties relating to the interpretation of the terms of this Agreement or compliance with the terms of this Agreement, both parties agree to meet and negotiate in good faith at least twice. If consensus is not attained, the parties agree that the dispute will be resolved by binding arbitration. The arbitration shall be conducted by a panel of three arbitrators. Each party shall appoint an arbitrator who shall not be employed or reside in the fire service area of SPFR. The two arbitrators shall appoint a third arbitrator with the same qualifications. Unless different rules are adopted by the arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings. The determination of the arbitrators shall be final and binding on the parties.

XI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XIV. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The contact for the Town of EATONVILLE is:

Eric Phillips
Town Administrator
PO Box 309
Eatonville, WA 98328

The contact for SPFR is:

Zane Gibson
Interim Fire Chief
PO Box 898
Eatonville, WA 98328

XV. RCW 39.34 Provisions

Pursuant to Chapter 39.34 of the Revised Code of Washington, filing of this Interlocal Cooperative Agreement with the County Auditor's office shall be the responsibility of EATONVILLE. In the alternative, this Agreement shall be listed by subject on the website of EATONVILLE, to satisfy the recording obligation of RCW 39.34.040. Other than the consideration set forth herein, no property shall be exchanged between the Parties.

XVI. NON-EXCLUSIVE AGREEMENT

The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

Exhibit A
Assessment

	Assessed Values - Land + Improvements	Assessed Value Improvements	Assessed Value Land Only
Water Treatment Plant	\$601,200	\$210,900	\$390,300
Wastewater Treatment Plant			
370 Mashell Ave S	\$2,316,600	\$44,300 (storage sheds)	\$2,272,300
Town Hall			
201 Center St W	\$848,700	\$696,500	\$152,200
Town Hall Back lot			
110 Rainer Ave S	NA	NA	\$118,200
House and Storage Garage			
108 Rainer Ave S	\$377,900.00	\$244,100	\$133,800
Public Works			
370 Mashell Ave S	\$408,400	\$76,000	\$332,400
Mill pond - Storage Building			
150 Alder St E	\$237,500	\$10,300 (Lions Rental)	\$227,200
Glacier View Park Snack Shack			
209 Fir Ave N	\$73,400	\$26,300	\$47,100
Visitors Center			
132 Mashell Ave N	\$245,500	\$112,300	\$133,200
	<u>\$5,109,200.00</u>		

Exhibit B **Exhibit A**
Offset to Fire Protection Costs **Resolution 2026-T**
South Pierce Fire and Rescue use of Town of Eatonville Facility

According to a recent (2025) lease appraisal of the Town-owned SPFR space, the mid-point lease appraisal value for the facility is \$13.28/sf. The total square footage of the facility is 3,000 sf.

Therefore, the fair market lease rate for the SPFR space is \$39,840.00/year.

The assessed value of Town buildings and land as listed in Exhibit A at \$5,109,200.00

At a mil rate of 1.975, the Town will owe SPFR \$10,090 for fire and EMS coverage for 2026.

If you deduct \$10,090 from the lease value of \$39,840, that leaves \$29,750/yr SPFR will owe in lease payment to the Town for 2026.

This ILA runs in tandem with a lease agreement between SPFR and the Town that reflects these values.

Additionally, the Town and SPFR will explore the feasibility of purchase options in 2026.