

**Interlocal Agreement for Fire Protection and Emergency Medical Services  
for Wanapum Indian Village**

This Interlocal Agreement (“Agreement”), effective January 1, 2024 (“Effective Date”), is by and between Public Utility District No. 2 of Grant County, Washington (“Grant PUD”) and Grant County Fire District No. 8 (“Fire District”). Grant PUD and Fire District may be referred to herein individually as a “Party” and collectively as “Parties”.

RECITALS

Whereas, Grant PUD is a municipal corporation in the State of Washington and is the owner of real and personal property located in Yakima County and within the boundaries of the Fire District. Such property is commonly known as the Wanapum Indian Village; and

Whereas, the Fire District is a municipal corporation in the State of Washington and is organized and equipped to give fire protection and emergency medical services within its boundaries. It is desirable and of benefit to Grant PUD that the Fire District provide such services for the Wanapum Indian Village; and

Whereas, the Parties are authorized to enter into a contract for fire protection services pursuant to RCW 52.30.020 and RCW Chapter 39.34; and

Whereas, it is the intent of the Parties that this Agreement supersede and replace Fire Protection Agreement 230-031, which was entered into by the Parties on June 18, 1980.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. Services

The Fire District shall provide fire protection and emergency medical services (“Services”) necessary for the protection and safety of the property, buildings, and equipment owned or operated by Grant PUD within the area shown in Appendix A, located in Yakima County and commonly called Wanapum Indian Village. The duties and responsibilities of the Fire District under this Agreement shall be the same as those owed to the general public and other property owners.

2. Payment

Grant PUD shall pay the Fire District annually for the Services described in Section 1. On or before March 31<sup>st</sup> of each year, the Fire District shall submit an invoice to Grant PUD using the following formula:

Current assessed valuation of the parcels specified in Appendix A as set by the Yakima County Assessor multiplied by the most current Grant County general and EMS levy rates for Fire District #8 per \$1,000 of valuation:

$$\begin{aligned} & (\text{Assessed valuation of the parcel} / 1,000) \times \text{Fire \#8 general levy rate} \\ + & (\text{Assessed valuation of the parcel} / 1,000) \times \text{Fire \#8 EMS levy rate} \\ = & \text{Payment due to Fire District} \end{aligned}$$

The Fire District shall submit invoices to [AccountsPayable@gcpud.org](mailto:AccountsPayable@gcpud.org). Grant PUD shall pay the Fire District within 30 days following receipt of the invoice.

3. Term and Termination

This Agreement shall be effective January 1, 2024, and shall extend for an indefinite period, calendar year to calendar year, unless terminated in accordance with this section. Either Party may terminate this Agreement by giving written notice to the other Party by October 1<sup>st</sup> of any year, thereby terminating the Agreement as of December 31<sup>st</sup> of the year in which notice is given.

4. Effect on Other Agreements

This Agreement shall supersede and replace Fire Protection Agreement 230-031, which was entered into by the Parties on June 18, 1980.

Nothing in this Agreement shall modify or alter the rights and responsibilities of the Parties arising under Contract No. 430-12116, Interlocal Agreement for Fire Protection and Emergency Medical Services.

5. Notifications

Any notice or other communication under this Agreement given by either Party shall be sent via email to the email address listed below, or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below and shall be deemed served when received and not mailed. Either Party may from time to time change such address by giving the other Party notice of such change.

Grant PUD	Fire District
Public Utility District No. 2 of Grant County, Washington Attn: Manager, Emergency Preparedness PO Box 878 Ephrata, WA 98823 dponozzo@gcpud.org With a copy to Legal@gcpud.org	Grant County Fire District No. 8 Attn: Fire Chief 20643 Rd 22.5 SW Mattawa, WA 99349 chief@gcfd8.net With a copy to contracts@gcfd8.net

6. Applicable Law

The Parties agree this Agreement shall be governed by the laws of the State of Washington, and that in the event legal action becomes necessary to enforce any provisions of this Agreement, venue shall be in the Superior Court of Grant County Washington or the U.S. District Court for the Eastern District of Washington. In the event either Party institutes a suit against the other to enforce any provisions of this Agreement, the substantially prevailing Party shall be entitled to reasonable attorneys' fees and reasonable costs of the suit in addition to any other relief allowed.

7. Amendments

Any modification of this Agreement or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.

8. Assignment

Neither Party shall assign this Agreement or any of its rights hereunder without the other Party's prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding not only upon the Parties hereto, but upon their assigns and successors as well.

9. Non-Waiver

No waiver of any provision of this Agreement, or any rights or obligations of either Party under this Agreement, shall be effective, except pursuant to a written instrument signed by the Party or Parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. The failure of either Party to require the performance of any term of this Agreement or the waiver of either Party of any breach under this Agreement shall not operate or be construed as a waiver of any other provision hereof, nor shall it be construed as a waiver of any subsequent breach by the other Party hereto.

10. Counterparts and Electronic Signatures

The Parties may execute this Agreement, and any modification to this Agreement that is required to be executed, in any number of counterparts and through electronic signature. Each counterpart and electronic signature will be deemed an original and all counterparts will constitute one agreement binding on both Parties.

11. Filing

The Parties shall, in compliance with RCW 39.34, upon execution of this Agreement, file copies of the Agreement with their respective county auditors or, alternatively, post an electronic copy of the Agreement on the Parties' websites.

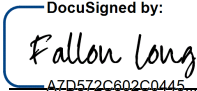
12. Authority/Warranties and Representations

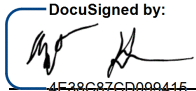
Each Party represents that they have been duly authorized to execute this Agreement on behalf of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written below.

Public Utility District No. 2  
of Grant County, Washington

Grant County Fire District No. 8

By:  \_\_\_\_\_  
Name: Fallon Long  
Title: Managing Director of Intergrated Ops Srvcs.  
Date: 12/13/2023

By:  \_\_\_\_\_  
Name: Matt Hyndman  
Title: Fire Chief  
Date: 12/19/2023

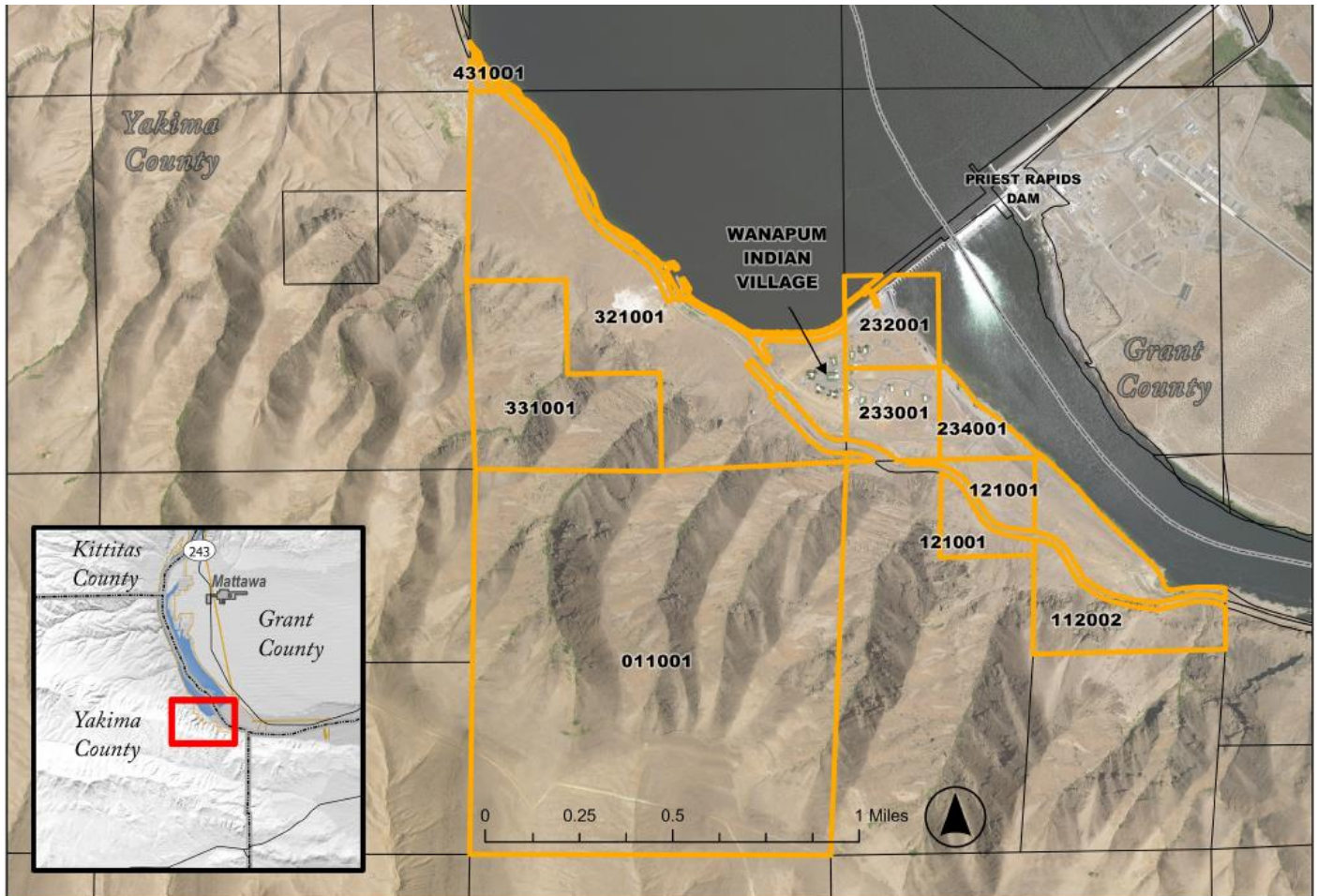
### APPENDIX A – SERVICE AREA

**Parcel Numbers:**

23130232001  
23130233001  
23130234001

23130321001  
23130331001  
23131011001

23131112002  
23131121001  
23143431001



#### WANAPUM INDIAN VILLAGE - PARCELS

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