

Fire Protection Agreement
between
Thurston County Fire Protection District #12
and the
City of Tenino

THIS Fire Protection Agreement (hereinafter referred to as "Agreement") made and entered into this 13th day of Jan, 2005, by and between Thurston County Fire Protection District #12, (hereinafter referred to as "District") and the City of Tenino, (hereinafter referred to as "City"), both municipal corporations created and existing under the laws of the State of Washington.

WHEREAS, the District presently furnishes fire protection services within its boundaries, including fire suppression, rescue, fire investigation, fire vehicle maintenance, fire prevention, new construction inspections, public education, and basic life support services as well as administrative services necessary to support said programs; and

WHEREAS, the City is desirous of continuing to contract with the District for its provision of such services within the boundaries of the City; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington authorizes local governments to enter into agreements for joint or cooperative action in furnishing area-wide emergency services, including fire and safety inspections; and

WHEREAS, the parties desire to provide for a more economical and efficient means of providing such services within the respective jurisdiction boundaries of each party by maximizing the use of their personnel, materials and equipment.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants and promises hereinafter set forth, the parties do hereby agree as follows:

1. DEFINITIONS.

- A. Capital expenditure: Expenditures for major, depreciable capital assets employed in carrying on the services to be provided by the District including, but not limited to, the rolling stock.

2. TERM.

The term of this agreement shall be for: 3 years

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- A. A period commencing January 1, 2005, and ending on December 31, 2007, unless said terms shall be extended by mutual agreement. The rate for 2005 through 2007 will be \$1.00 per assessed valuation of real property within the City.

3. SERVICE AREA;

The service contracted for herein shall be provided within the corporate limits of the City of Tenino, State of Washington, to include any changes in the corporate limits of the City that may come into effect during the term of this agreement.

4. THE CITY SHALL:

A. Pay to the District Fees for Services as Follows.

For calendar year 2005 through 2007 a sum determined by the following formula:
The previous year assessed valuation of real property within City, multiplied by \$1.00 with the product divided by 1000.

Such payments shall be made in two equal amounts due on or before May 31, and November 30th.

Changes in assessed valuation will be based upon the certification of assessed valuation made by the Thurston County Assessor for taxes to be levied in the following calendar year.

The City shall pay an additional delinquent charge of 1 1/2 % per month to the District for any payment 30 days past the dates defined in this section.

B. Water.

Furnish, such quantities of water as the District may require or be able to use in its firefighting and training operations, wherever and so far as such water is available from the City's water system.

Charge the District for use of water for domestic purposes for the operation of the current fire station at the same rates that are normally charged to other occupancy within the City.

C. Hydrants.

Allow the District the use of fire hydrants as the District may require or be able to use in its fire fighting and training operations.

D. Changes in Ordinances, Laws or Regulations.

The District may review proposed City regulations or ordinances as provided by the public review process established by RCW. Additionally, the District may assess proposed City regulations or ordinances for their impact upon District fiscal resources. The District shall

have the same opportunity as the general public to comment on these issues. If proposed ordinances or regulations will impact the District's ability to provide the services set forth herein or substantially increase or change the level of services required, the impact of any such ordinances or regulations shall be a basis upon which to reopen negotiations on components of this agreement that are impacted.

E. Code Enforcement.

1. For the life of the contract, the City agrees to adopt the same codes as the International Fire Code Council as adopted by the Washington State Building Council and Western Fire Chiefs Association, Inc. The City ordinance adopting these codes shall be consistent with the effective date of the codes as the State Building Code Council acts upon them.
2. Provide the District with copies of all commercial building permits issued, within working days of issuance.
3. Provide the District with 2 copies of all commercial development plans that have been submitted to the City for approval by the building department, within 5 days of receipt.

F. Building and Equipment.

1. Rebuild the fire station building, in the event of an accident causing an insurance loss, at the existing building site, as soon as possible.

5. THE DISTRICT SHALL:

A. Activities.

Respond to all fire and lifesaving related alarms within the City, provide fire code management, provide administration, fire prevention, investigation, community services and other usual and customary services as are provided within the District. The District agrees to work cooperatively with the City to maintain, to the extent possible, a Washington Survey and Rating Bureau protection class rating of 6 for the City. It is specifically understood and agreed by the City that the District may, in responding to specific incidents or requests for assistance, rely on support provided through mutual aid or inter-local cooperation agreements in addition to its own personnel, vehicles and equipment.

B. BUILDINGS AND EQUIPMENT.

Operate, control, house, insure, at not less than replacement cost, and provide

regular upkeep and maintenance for City fire station and all equipment. The District will provide the City with certificate of insurance verifying such insurance coverage.

Provide reasonable repair and maintenance services, at the minimum of its current condition or standard which may also include enhancements or improvements.

Any proposed structural changes to the existing fire station, must be approved by the City.

Any equipment purchased during the life of this Agreement by the District shall remain the property of the District at the termination of this Agreement. In the event that any leased equipment owned by the City is no longer needed, the District shall return such equipment to the City. Upon termination of this agreement, all leased equipment will be returned to the City.

C. OPERATIONAL CHANGES

The District agrees to discuss with the City, prior to implementation, any operational changes or new programs which may impact future costs of fire service to the City.

D. RECORDS:

Maintain suitable records of all services provided herein (including maintenance records of City-owned equipment) and other activities performed in accordance with this agreement for a minimum of 3 years from the date said services were provided. All such records shall be available for inspection or audit by the City or its authorized agent, upon reasonable notice, during the District's regular business hours.

Agrees to return any City records to the City in the event of a termination of this Agreement.

The District will provide in a timely manner to the City copies of its annual budget, fiscal report, quarterly services reports and any audits completed during the life of this contract.

E. FIRE INSPECTIONS.

The District will provide the City with an annual listing of all fire inspections completed.

F. REGULATORY MANDATES/CAPITAL EXPENDITURES.

The District shall advise the City of any new regulations mandated by federal, state, or local government, their cost and proposed implementation date. Any additional capital expenditures necessitated by the implementation thereof shall be negotiated as a contract amendment.

Maintain records of annual required procedures and maintenance as required by the Survey and Rating Bureau.

6. USE OF EQUIPMENT.

It is further understood and agreed that the fire fighting equipment owned by the City and the firefighting equipment owned by the District will be used both within the City, within the District, and for mutual aid response on a non-exclusive basis.

7. INDEMNIFICATION/HOLD HARMLESS AGREEMENT.

Each of the parties agree that, insofar as it is authorized to do so. from time to time, under the laws of the State of Washington, it will protect, save and hold harmless the other party from all claims, costs, damages, or expenses, arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement. The parties further agree that in the case of negligence by both, any damages, costs, or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each party.

8. LIABILITY INSURANCE.

During the term of this agreement, the District shall maintain and keep in effect liability insurance policies satisfactory to the City, insuring the District and the City against all liability resulting from District services to be provided under this agreement. The amount of said liability insurance shall be not less than \$1,000,000 per incident. The District shall provide the city with a certificate of insurance indicating compliance with this requirement.

9. DEFAULT.

Failure by either party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other party to declare a default.

Should either party file suit, commence any other legal or equitable proceeding against the other for breach of this agreement the prevailing party shall be entitle to recover all of its expenses, including reasonable attorney's fees, court costs, and expenses in addition to any damages or judgment allowed. Provided: it is agreed that neither party to this agreement may bring a claim against the other in

litigation unless the claim is first subject to non-binding mediation before a mediator and/or the rules under which he/she shall operate, the parties will jointly apply to the American Arbitration Association (A.A.A.) for the appointment of a mediator and the mediator appointed will operate under the applicable mediation rules of the A.A.A.

10. WAIVER.

Failure by either party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said party's right to demand strict performance of that or any other provision of this Agreement at any time hereafter.

11. CONTRACT RENEWAL.

The District shall provide the City with a proposal for renewal of this Agreement 18 months prior to the expiration of this Agreement. Negotiations for renewal of this Agreement will commence not later than 12 months prior to the expiration of this agreement.

12. CONTRACT CANCELLATION/ REOPEN NEGOCIATIONS

Both parties mutually agree that either party may cancel this Agreement by written notification within 365 days prior notice. However:

“In the event that an initiative is passed by the voters that causes a reduction in revenue to the City of Tenino and/or Thurston County Fire District No. 12, the contract may be reopened by either party to negotiate the impacts of the initiative for the period the reduction in revenue takes place to the end of the current contract.” The contract may be opened by either party with a 60 day notice.

13. ENTIRE CONTRACT.

The parties agree that this document incorporates their entire Agreement and supersedes any previous agreement of the parties. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modification of this agreement shall not have the force or effect unless in writing signed by both parties.

14. SEVERABILITY.

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular clause or provision held to be invalid.

15. NOTICES.

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows.

To the District:

Thurston County Fire District #12
P.O. Box 4010
Tenino, Wash. 98589

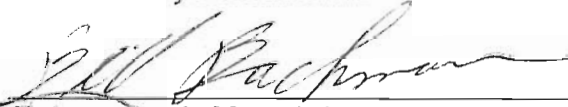
To the City

City of Tenino
P.O. Box 4019
Tenino, Wash. 98589

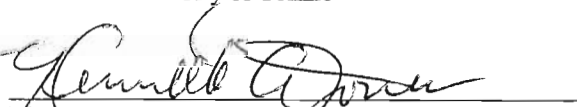
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed this 13th day of Jan, 2005

Thurston County Fire District #12


City of Tenino



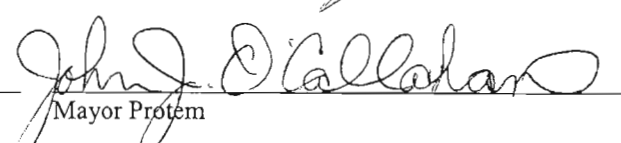
Chairman, Board of Commissioners




Mayor




Chief



Mayor Pro Tem



Attest: District Secretary



Attest: City Clerk