

## Fire Protection Contract

This Fire Protection contract made and entered into this 21<sup>st</sup> day of December, 2004 by and between the City of Kettle Falls, a municipal corporation of the State of Washington, hereinafter referred to as "City" and Stevens County Fire Protection District Number 6, hereinafter referred to as "the District".

**WITNESSETH:**

**WHEREAS**, the City abuts the District and has an organized Fire Department; and

**WHEREAS**, at the present time the City desires to provide fire protection services to the District; and

**WHEREAS**, at the present time the District desires to utilize the fire protection services of the City; and

**WHEREAS**, at the present time the District desires that Kettle Falls Fire Department continue to man fire fighting equipment the District might own regardless of where said equipment is housed; and

**WHEREAS**, the parties desire the relationship to continue,

**NOW, THEREFORE** in consideration of the mutual covenants hereinafter contained, it is agreed between the parties as follows:

**1. THE CITY SHALL:**

- A. Respond to fire calls within the District; and
- B. Provide fire protection in the same manner as the City now serves its' own area, for persons and property located within the boundaries of the District; and
- C. Submit to the Commissioners of the District, for their approval, the City's proposed budget amount for fire fighter reimbursement for fire calls and fire meetings, travel, and training, by October 15<sup>th</sup> each year.
- D. Provide the District with a detailed quarterly report of the City Fire Department expenditures paid from the District money.

**2. THE DISTRICT SHALL:**

A. Pay to the City, semi-annually, the agreed budget amount for fire fighter reimbursement for fire calls, fire meetings, travel, Board for Volunteer Firefighter's for Municipalities disability and pension fees, and training. One-half (½) the contracted amount by February 15<sup>th</sup>, and the second one-half (½) by August 15<sup>th</sup>; and

B. All monies paid by the District and not utilized by the City Fire Department each year will be refunded to the District; and

C. If actual expenses listed in 2.A. exceed the budgeted amount, the District will pay the additional amount.

**3. TREATMENT OF ASSETS:** Title to all property furnished by the District shall remain in the District. All property furnished by the District shall remain the property of the District. All property, equipment, and gear owned by the District shall be marked and identified as belonging to the District and will be insured by the District. Said equipment shall be manned by the Kettle Falls Fire Department.

It is further mutually understood and agreed that the fire fighting equipment owned by the City and the fire fighting equipment owned by the District will be used on a non-exclusive basis within the City, within the District, for mutual aid calls, and/or agreements made and approved by the City and the District, and for scheduled training of firefighters.

It is further mutually understood and agreed that fire fighting equipment owned by the District, while under the direct control of the City Fire Chief by virtue of this contract, will not be rented out, leased out, or otherwise made unavailable to the District for any circumstances other than as provided for in the preceding paragraph without prior written consent from the District Commissioners.

**4. INDEMNIFICATION CLAUSE.** The City agrees to indemnify and save harmless the District, its' appointed and elective officers, and employees from and against all loss or expenses, including attorney fees and costs, by reason of liability imposed by law upon the District, its' elective or appointed officials, or employees, for damages because of bodily injury including death at any time resulting therefrom, sustained by any person or persons, and on account of damage to property including loss of use thereof arising out of the performance of this contract.

**5. EFFECTIVE DATE.** The effective date of this Fire Protection Contract shall be **January 1, 2005** and continue for a period of four years through **December 31, 2008** (4 years).

**6. RENEWAL.** In the event either party determines, in the final year of the contract, that the contract will not be renewed, Notice of Cancellation may be given by either party to the other and to the Washington Survey and Rating Bureau, Fire Insurance Division, Sherwood Building, 510 West Riverside, Spokane, Washington, 99201, no later than August 1<sup>st</sup> of the fourth year of the contract.


7. **NOTICE.** Any notice, demand or communication to be given by either party to the other party, shall be in writing and may be transmitted to the other party either by personal delivery by, as the case may be, the Clerk/Treasurer of the City or the Secretary of the District, or by certified or registered mail, properly addressed to the party at its' mailing address with postage prepaid.

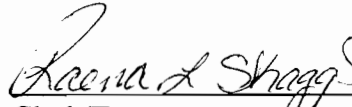
8. **EXECUTION.** This contract is executed in accordance with R.C.W. 35.24.274, 35.84.040, 35.84.050, 52.12.121 (Revised Code of Washington).

**IN WITNESS HEREOF,** the parties hereto, through their duly authorized elected officials, have affirmed their hands and seals this 21<sup>st</sup> Day of December, 2004.

**CITY OF KETTLE FALLS:**

**Attest:**

BY:   
Mayer

  
Clerk/Treasurer

**STEVENS COUNTY FIRE  
DISTRICT NO. 6:**

**Attest:**

BY:   
Commissioner

  
Secretary

BY:   
Commissioner

BY:   
Commissioner