

FIRE AND EMERGENCY MEDICAL
PROTECTION AGREEMENT

This agreement is entered into between CLALLAM COUNTY FIRE PROTECTION DISTRICT NO. 3, a municipal corporation, hereinafter referred to as "District", and the CITY OF SEQUIM, a municipal corporation, hereinafter referred to as "City".

It is the purpose of this agreement to provide fire protection and emergency medical services to the City in accordance with RCW 35.24.274 and RCW 52.12.031 and to comply with RCW 39.24, the Interlocal Cooperation Act;

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. Effective Date and Termination. This agreement shall be effective on April 1, 1985, and shall be automatically renewed on April 1st of each year unless written notice of termination is given by the appropriate legislative body of the municipal corporation desiring to cancel this agreement, to the appropriate counterpart legislative body prior to the 1st day of January of the calendar year in which this contract shall terminate. Such termination shall not affect the obligations created in Paragraph 13.

2. District Services. The District agrees to furnish fire protection and emergency medical services to all properties and persons presently within or annexed to the City during the course of this agreement, including all City owned or leased real and personal properties. Such fire and emergency medical services shall be rendered on the same basis as such protection is rendered to other areas within the District or with which the District has contracts, but the District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous fires or medical aid calls within the City and outside of the City whereby facilities of the District are taxed beyond its ability to render equal protection,

the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

3. Payment by City for Services. In exchange for the rendition of services by the District, as set forth in this agreement, the City agrees, beginning April 1, 1985, to pay annually to the District an amount per \$1,000.00 of the assessed valuation of taxable property located within the limits of the City that is equal to the rate assessed by the District within its boundaries. "Assessed valuation" shall be the "regular" assessed valuation established annually by the Clallam County Assessor's Office. Monetary payments by the City to the District shall be made as follows:

The City shall pay an amount equal to 75% of the City's obligation for the year 1985 under the above formula, on or before November 15, 1985. Thereafter, the City shall pay 60% of the City's annual payment due on or before May 15th of each succeeding year and pay the remaining 40% of the annual amount due on or before November 15th of each year.

4. Additional Services. The District shall provide such building inspection services are required under the Uniform Fire Code as adopted by the City. The District's obligation shall consist of providing the required inspections; notifying the building owners or occupants and the City Attorney of any fire code violations and of the remedial measures necessary to affect code compliance; perform a reinspection of facilities to determine compliance; and, if the property remains in violation of the fire code, to notify the City Attorney of such fact. All subsequent legal procedures that may be available to enforce compliance with the fire code shall be the responsibility of the City Attorney.

5. Enforcement of City Codes. The City agrees during the term of this agreement to enact and enforce building and fire codes at a level at least equal to the codes and enforcement provided in Clallam County within the area of Clallam County served by the District. The City further agrees to use its best efforts to prepare and enact suitable water and hydrant codes.

6. Liability. Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its

personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including costs and reasonable attorney's fees of defense incurred as a result of any acts or omissions of the parties' personnel relating to the performance of this contract.

7. Insurance. The District agrees to carry at all times during the term of this agreement, liability insurance coverage in the amount of \$4,000,000.00 covering the District and the City for all activities of the employees of the District relating to the performance of this contract.

8. City Maps. The City shall furnish the District a proper chart or maps showing all roads and hydrants, and shall keep such map up-to-date as changes and alterations are made.

9. Notices. All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mail by first class mail, postage prepaid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

10. Severability. If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

11. Modification. This instrument constitutes the entire agreement between the parties and supercedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties.

12. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

13. A. City Equipment and Services. The City agrees to sell and the District agrees to purchase the firefighting equipment listed on Exhibit "A", attached hereto, for the sum of \$137,500.00. The purchase price shall be paid in five (5) annual installments of \$27,500.00 each. Sixty (60) percent of each annual installment payment (\$16,500.00) shall be payable on May 15th of each year and the balance (\$11,000.00) shall be payable on November 15th of each year, provided however the initial year's full payment (\$27,500.00) shall be due on November 15, 1985. In the event of the termination of the agreement of the District to provide services to the City in accordance with Paragraph 1, the District's agreement to pay the full purchase price to the City for the equipment shall not be affected.

The City shall have the right to repurchase the equipment sold to the District by paying to the District seventy (70) percent of the amount received by the City pursuant to this Paragraph prior to the repurchase.

The City of Sequim agrees to comply with the Bill of Sale Act of the State of Washington pertaining to the sale and transfer of the City equipment.

Clallam County Fire District No. 3 agrees to execute a security agreement and financing statements for those items of equipment subject to the Uniform Commercial Code, and further agrees to show the City of Sequim as legal owner of any titled vehicles and/or equipment until the full purchase price herein has been paid.

B. Dispatch Service. The City agrees to provide and the District agrees to purchase from the City twenty-four (24) hour dispatch services from the City. The District shall pay to the City for said services the sum of \$12,000.00 per year. The District shall pay to the City the sum of \$9,000.00 for prorated services in 1985, which payment shall be made on or before November 15, 1985. Thereafter, during the term of this agreement, the District shall pay to the City the sum of \$7,200.00 on or before May 15th, of each succeeding year, and the sum of \$4,800.00 on or before November 15th of each succeeding year.

C. Fire Station Rental. The City agrees to lease to and the District agrees to lease from the City, the City of Sequim Fire Station, located at 148 West Cedar, Sequim, Washington. The District shall pay to the City for said lease, an annual payment of \$12,600.00. The District shall pay the sum of \$9,450.00 to

the City of Sequim on or before November 15, 1985 as its prorata lease payment for the year 1985. Thereafter, during the term of this agreement, the District shall pay to the City of Sequim as and for fire station rental, the sum of \$7,560.00 on or before May 15th of each succeeding year, and an additional sum of \$5,040.00 on or before November 15th of each succeeding year.

City shall be responsible for structural repairs and general maintenance of the building. District shall be responsible for general housekeeping of the premises.

14. Attorney's Fees. In the event disputes over the terms of this agreement reasonably necessitate the procurement of legal services, the prevailing party, in addition to any costs which may be incurred, agrees to pay a reasonable attorney's fee.

DATED THIS 17th day of April, 1985.

CLALLAM COUNTY FIRE PROTECTION DISTRICT NO. 3

CITY OF SEQUIM

by: *Paul Larson*
Chairman, Fire District #3

by: *James P. Daman*
Mayor

by: _____

ATTEST

Ruby Trotter
City Clerk

APPROVED BY

Ken Williams
City Attorney