

AGREEMENT

THIS AGREEMENT, made and entered into by and between Grays Harbor Fire Protection District No. 3 and the City of Westport, a municipal corporation and political subdivision of the State of Washington.

WHEREAS, effective as of January 1, 1960, under CHAPTER 237 Session of Laws of the State of Washington for 1959, every City or Town or portion thereof situated in the boundaries of a fire protection district shall become automatically removed from such fire protection district; and

WHEREAS, such act provided that contracts may be entered into between such municipal bodies and fire protection districts; and

WHEREAS, the City of Westport and Fire Protection District No. 3 mutually agree that the City of Westport and the Westport Volunteer Fire Department will continue to furnish fire protection to Fire Protection District No. 3 upon the terms and condition hereinafter set out,

NOW, THEREFORE, it is agreed between the parties as follows:

1. The territory of the district shall be serviced in conjunction with the territory of the City of Westport and shall be serviced by the personnel of the Westport Volunteer Fire Department and the methods and means of servicing fires in the area concerned shall be left to the sole discretion of the Director of Fire Safety/Fire Chief. The City may use such additional fire fighting equipment as the Incident Commander may see fit to employ or use in protecting the district and/or the City from fire or fire damage.

2. (A) For the services rendered by the City in maintaining existing fire hydrants, equipment, and personnel to fight fire that may occur in said district, the District Commissioners hereby agree to levy from year to year the sum of ONE (\$1.00) DOLLAR per thousand of assessed value to property within said Fire Protection District No. 3, or whatever shall be the maximum according to the Washington State Levy Limitation Law RCW 84.55.010, or any amendment thereto, or successor statute.

(B) Fire Protection District No. 3 shall pay to the City of Westport for the services rendered by the City of Westport in maintaining existing fire hydrants, equipment and personnel to fight fires that may occur in said district 80% (eighty percent) of the levy collected pursuant to paragraph 2.

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(C) It is agreed that any additional installation of hydrants required by Fire District No. 3, Board of Commissioners; shall be at the expense of Fire Protection District No. 3. Fire Protection District No. 3 shall review all new construction in their district and require hydrants to be installed by the contractor when construction is in an area that does not meet current hydrant standards for the City of Westport.

3. The City of Westport shall not be obligated to furnish fire protection to any property or structures that are not situated inside the boundaries of the City of Westport or Fire Protection District No.3.

4. The City of Westport shall to the fullest extent permitted by law, indemnify and hold harmless the District, its employees and commissioners, from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the City's performance of this contract.

5. It is agreed that this agreement shall continue for an indefinite period unless terminated by either party by giving intention to do so in writing to the other party at least ninety (90) days before the first day of January of any year in which this agreement is in effect. The termination shall become effective no sooner than December 31 of the following calendar year unless it is mutually agreed to for an earlier period.

6. That in addition to the services provided by the City of Westport, as mentioned above, the City of Westport shall also insure all equipment owned by Fire Protection District No. 3 for their full and insurable value and pay for the same. The City of Westport shall pay for all fuel, maintenance and repair costs for the equipment of Fire Protection District No. 3.

7. In case of the withdrawal from this agreement by the City of Westport, it is then agreed and understood that the City will reimburse the Fire Protection District for its pro-rata share of the value of all of the fire fighting equipment, vehicles and other assets connected with fire protection and fire prevention in which Fire Protection District No. 3 has shared a portion of the cost of capital investment on the value at the time of the effective withdrawal. (Pro-rate share to be determined by the then existing assessed value.)

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8. This agreement shall be effective commencing with the 1st day of January, 2003.

9. This agreement shall void any existing agreements as of the above effective date.

DATED: 3/11/03

CITY OF WESTPORT
By [Signature]
Berkley E Barker, Mayor

By Margo R Tackett
Margo R Tackett, Clerk

GRAYS HARBOR FIRE PROTECTION
DISTRICT NO. 3.

By [Signature]
Commissioner

By [Signature]
Commissioner

By Ted Reyman
Commissioner

9.3
8/9

Grays Harbor Fire Protection District #3 Commissioners are willing to allow 8045 to be dispatched (mobilized) to 'out of area' wildfires, within the bounds of the State of Washington. It is to be operated by City of Westport (City) Fire personnel only.

The City is liable for all insurance and operating supplies including fuel. The City to be liable for any repairs due to accident, breakdowns or misuse.

It is agreed that 8045 is not a 'rugged terrain off-road' vehicle and should not be used as such.

The District will share with the City all earnings: 50%-50% from such dispatch/mobilization for wildfire.

Grays Harbor Fire District #3	Date	City of Westport	Date
<u>Dennis Benn</u> Commissioner	<u>8-4-05</u>	<u>Michael Rung</u> Mayor	<u>8/9/2005</u>
<u>Steve Chava</u> Commissioner	<u>8-4-05</u>	<u>Gail Mullvain</u> Council member	<u>08/09/05</u>
<u>Ted Rayvon</u> Commissioner	<u>8-4-05</u>	<u>Agnes M. Hall</u> Council member	<u>08-09-05</u>
		<u>Jim Smith</u> Council member	<u>8-9-05</u>
		<u>Jim Smith</u> Council member	<u>8/9/05</u>
		<u>Ken Bus</u> Council member	<u>8-9-05</u>