

**FIRE PROTECTION CONTRACT
BETWEEN
WENATCHEE VALLEY FIRE DEPARTMENT
AND
DOUGLAS COUNTY SEWER DISTRICT NO. 1**

This Fire Protection Contract (the "Agreement") is entered into on the date hereinafter written between **DOUGLAS COUNTY SEWER DISTRICT NO. 1** ("Agency") and **WENATCHEE VALLEY FIRE DEPARTMENT** of Chelan and Douglas Counties, Washington (the "Department").

WHEREAS, the Department is organized under Title 52 RCW and provides fire protection and other services.

WHEREAS, in accordance with the law, the Chelan and Douglas County Assessors determine the equalized valuations of the property for general tax purposes on all nonexempt real and personal property located in the Department boundaries (the "Assessed Value").

WHEREAS, pursuant to chapter 52.26 RCW the Department levies ad valorem taxes on all real and personal property within the Department boundaries in accordance with the Assessed Value (the "Levy Rate").

WHEREAS, pursuant to chapter 52.26 RCW the Department may issue nonvoter approved and voter approved general obligation bonds payable from ad valorem taxes on all real and personal property within the Department boundaries (the "Bond Rate").

WHEREAS, the Levy Rate and the Bond Rate are hereinafter (the "Tax Rate") and represent the rate per \$1,000 of Assessed Value levied on an annual basis by the Department.

WHEREAS, RCW 52.30.020 provides for fire protection districts to enter into interlocal agreements, pursuant to RCW 39.34, with state agencies and municipal corporations which have property, buildings, and/or equipment located within a fire district for fire protection services necessary for the protection and safety of personnel and property (the "Fire Protection Services").

WHEREAS, the Agency has property, buildings, and/or equipment located within the boundaries of the Department ("Agency Facilities").

WHEREAS, the Chelan and Douglas County Assessors do determine the equalized valuations of the property of the Agency Facilities.

WHEREAS, in lieu of an Assessed Value the Department and the Agency have elected to utilize the seventy percent (70%) of the value declared by the Agency for casualty insurance on the Agency Facilities (the "Adjusted Insured Value").

WHEREAS, the Department and the Agency have determined that Adjusted Insured Value of the Agency Facilities multiplied by the Tax Rate is a true and full value as required pursuant to RCW 43.09.210.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein the Department and the Agency agree as follows:

1. Annual Payment by Agency to Department. Except as provided herein, each calendar year on or before the 1st day of March of that year the Agency shall make an annual payment to the Department for the Services provided during that year ("Annual Payment").

1.1. Calculation of Annual Payment. Except as provided herein, the Annual Payment shall be calculated by the Department by multiplying the Tax Rate times the Adjusted Insured Value of all Agency property located within the Department. On or before December 31st of each year the Department will provide an invoice to the Agency of the amount of the Annual Payment for the following year.

1.2. Reporting Changes in Agency Facilities and Adjusted Insured Value. Exhibit "A" attached hereto is a current list of the real and personal property of the Agency located within the Department boundaries. On or before November 1 of each year, the Department will provide Agency with updates to the information in Exhibit "A". On or before November 15 of each year, Agency will provide the Department with the most recent insurance schedules, including additions and deletions, of the properties subject to this agreement. On or before December 15 of each year, the parties shall approve an amended Exhibit A to adjust insured values for the coming year.

1.3. Alternative Method of Calculating Annual Payment – Selection of Appraiser. At the election and expense of the Agency, the Agency may elect to retain the services of a disinterested, MAI certified appraiser with at least ten (10) years' experience appraising property in Chelan or Douglas County, Washington or an individual who has worked as an assessor in a county assessor's office, to perform an appraisal of the Agency. The appraiser shall be reasonably acceptable to the Department. The Agency shall notify the Department of its election to retain the services of the appraiser along with the name of the appraiser and the appraiser's qualifications.

1.4. Alternative Method of Calculating Annual Payment – Methodology and Use of Appraisal. The appraiser shall determine the equalized valuations (using the sales comparison / market approach) of the Agency Facilities for general tax purposes in accordance with the applicable requirements of law and, to the extent possible, in the same manner as the Chelan or Douglas County Assessor previously assessed or would assess the Agency Facilities (the "Appraised Value"). Agency will provide the Department with a copy of a written appraisal report for the Agency Facilities. The appraisal shall be conducted such that the appraisal report is available no later than November 30th preceding the year of the Annual Payment. Thereafter the Agency may elect to make an Annual Payment for the following year equal to the Appraised Value multiplied by the Tax Rate. If so elected the Appraised Value will be valid for a period of five (5) years but the Appraised Value shall be increased by two and one-half percent (2.5%) per year plus any new construction of major alteration to the Agency Facilities.

1.5. True and Full Value. Pursuant to RCW 43.09.210, the Department and the Agency has each determined that the payment by the Agency to the Department as provided herein represents the true and full value of the services noted above provided by the Department to the Agency.

2. Fire Protection Services. In consideration for the Annual Payment set forth herein, the Department shall furnish Fire Protection Services to the Agency Facilities during the term of this Agreement.

2.1. Level of Fire Protection Services. The Agency Facilities will be served in the same manner and to the same degree as all other property within the Department. In this regard, the Department will provide the Agency with the same level and prioritization of Fire Protection Services as is generally provided to all property within the Department boundaries. It is the intent of the Agency and the Department that this Agreement will not alter or inhibit the manner in which the Department provides and prioritizes Fire Protection Services throughout the Department boundaries.

2.2. No Change to Public Duty Doctrine. It is the intent of the Agency and the Department that this Agreement will not create a special relationship for Fire Protection Services.

2.3. Specialized Equipment. Should the need ever arise to acquire specialized equipment which will be used exclusively for Fire Protection of the Agency Facilities, the Department and the Agency will negotiate the economic impact of such equipment prior to such purchase(s).

3. Term of Agreement and First Annual Payment. The term of this Agreement shall commence upon execution by the parties hereto and recordation of same with the Chelan or Douglas County Auditor or the posting of such Agreement on one of the party's websites. The first Annual Payment shall be made for the calendar year 2024. This Agreement shall continue year-to-year unless terminated by either party at the end of a calendar year with not less than six (6) months' advance notice.

3.1. Post Termination Notice Cooperation. During the period following the notice of termination the Department and the Agency will reasonably cooperate to minimize or eliminate any impact on the provision of services to the public and to ensure a smooth and orderly transition for both governments.

4. Compliance with RCW 39.34.030. This Agreement does not create a separate legal or administrative entity and does not require a joint board. No real or personal property will be jointly acquired pursuant to this Agreement.

5. Recording. Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Chelan or Douglas County Auditor immediately after execution by all Jurisdictions hereto or posting of such Agreement on either party's website.

6. Contacts for this Agreement. The Fire Chief of the Department and Darrell Winans of the Agency shall be the respective contacts for any issues relating to this Agreement.

7. No Third Party Beneficiaries. This Agreement shall not be construed to benefit any third party or otherwise limit the application or protection of the "Public Duty Doctrine" to the Department or the Agency.

8. Arbitration. Any dispute between the Agency and the Department arising from this Agreement, which dispute cannot be resolved between the parties, shall be settled by arbitration. Arbitration shall be conducted in Chelan County pursuant to RCW 7.04A. The arbitrator shall be jointly selected by the Agency and the Department. If the Agency and the Department are unable to agree then either party may petition the Superior Court of Chelan County to appoint the arbitrator. The arbitrator's fees and costs shall be divided equally between the parties. Each party will bear their respective attorney fees and costs. The decision of the arbitrator will be final.

9. Survivability. All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

10. Notices. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Agency: Douglas County Sewer District No. 1
Attn: Darrell Winans
692 Eastmont Ave
East Wenatchee, WA 98802

District: Wenatchee Valley Fire Department
Attn: Fire Chief
731 N. Wenatchee Avenue
P.O. Box 2106
Wenatchee, Washington 98807-2106

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

11. Amendment. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

12. Waiver. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Neutral Authorship. The provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of

construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

16. Governing Law. This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Chelan County, Washington.

17. Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

18. Termination of Existing Agreements. Effective upon the date of the last signature below, the existing agreement between the Agency and Douglas County Fire Protection District No 2, recorded November 20, 2000, under Douglas County auditor file number 3034734, is terminated.

Dated this 10th day of January 2024.

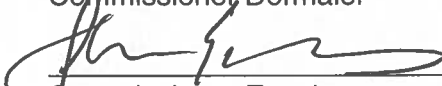
WENATCHEE VALLEY FIRE DEPARTMENT




Commissioner de Mestre



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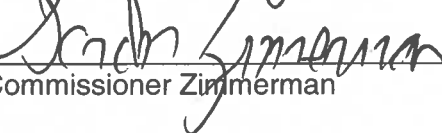
Commissioner Evenhus



Commissioner Fennell



Commissioner Johnson



Commissioner Zimmerman

Dated this _____ day of _____, 202__.

DOUGLAS COUNTY SEWER DISTRICT NO. 1

By: _____

Title: _____

construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

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Dated this 10th day of January 2024.

WENATCHEE VALLEY FIRE DEPARTMENT

Commissioner de Mestre

Commissioner Dormaier

Commissioner Evenhus

Commissioner Fennell

Commissioner Johnson

Commissioner Zimmerman

Dated this _____ day of _____, 202__.

DOUGLAS COUNTY SEWER DISTRICT NO. 1

By: Cheryl Sutton

Title: President

EXHIBIT "A"
TABLE OF DISTRICT FACILITIES

Fire Protection Contracts

Douglas County Sewer District 1

Parcel #	03700000703
Address	1050 Sunset Hwy
Value	\$379,993
Parcel #	40100002507
Address	692 Eastmont Ave
Value	\$2,493,530 (Appraised Value \$945,000 1/31/2023)