FIRE PROTECTION CONTRACT BETWEEN CHELAN COUNTY FIRE PROTECTION DISTRICT 1 AND WASHINGTON STATE DEPARTMENT OF MILITARY

THIS FIRE PROTECTION CONTRACT ("Agreement") is entered into on the date hereinafter written between WASHINGTON STATE DEPARTMENT OF MILITARY ("Agency") and CHELAN COUNTY FIRE PROTECTION DISTRICT 1 of Chelan County, Washington (the "District").

WHEREAS, the District is organized under Title 52 RCW and is equipped to provide fire protection and other services in the capacity of the District to the Agency; and

WHEREAS, RCW 52.30.020 provides for fire protection districts to enter into interlocal agreements, pursuant to RCW 39.34, with municipal corporations which have property, buildings, and/or equipment located within a fire district; and

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

NOW, THEREFORE:

- 1. <u>Fire Protection Services</u>. In consideration for the Annual Payment set forth herein, the District shall furnish fire protection services to the Agency Facilities during the term of this Agreement.
- 2. <u>Term of Agreement</u>. The term of this Agreement shall commence upon execution by the parties hereto and recordation of same with the Chelan County Auditor or the posting of such Agreement on one of the parties' websites. 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. Annual Payment. Agency shall pay \$658.88 (based on the value of \$468,754.00 per the Chelan County Assessor's at the levy rate of \$1.4056 per \$1,000 assessed value) for fire protection services necessary for the protection and safety of personnel and property. Payment shall be due within sixty (60) days of invoice. If the first year of this Agreement is a partial year, the pro rata portion shall be charged. If the Assessor does not assess the Agency Facilities in subsequent years, the parties agree to use the insured value of the Agency Facilities as opposed to the assessed value for purposes of calculating the Annual Payment.
- 4. **No Jointly Acquired Property**. Pursuant to RCW 39.34.030, no real or personal property will be jointly acquired pursuant to this Agreement.
- 5. <u>Recording</u>. Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Chelan County Auditor immediately after execution by all Jurisdictions hereto.

6. Administration of Agreement. The provisions of this Agreement shall be administered by the Fire Chief of the District and of Agency.
Dated this 9th day of December, 2015.
CHELAN COUNTY FIRE PROTECTION DISTRICT 1
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Mike Compton, Commissioner
Hal Trope
Herb Troxel, Commissioner
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Phil Dormaier, Commissioner
WASHINGTON STATE DEPARTMENT OF MILITARY