

## EMERGENCY SERVICES PROTECTION AGREEMENT

THIS AGREEMENT made and entered into this 21<sup>st</sup> day of August, 2019, between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON, a municipal corporation (hereinafter "PUD"), and CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1 (hereinafter "Fire District"), is entered into pursuant to RCW 52.30.020. The PUD and the Fire District are sometimes hereinafter collectively referred to as "Parties or individually as "Party"."

### RECITALS

1. The PUD is authorized to enter into contracts for emergency services protection, including fire protection and suppression, emergency medical services and hazardous materials incident response with Fire District pursuant to RCW 52.30.020 and Chapter 39.34 RCW.
2. Fire District is willing to provide the fire protection services on the terms and conditions herein.
3. This Agreement succeeds the Emergency Services Protection Agreement entered into by the Parties on September 1, 2003, and terminating December 31, 2018.

### AGREEMENT

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. Effective Date and Term. This Agreement shall commence on January 1, 2019, and shall expire at midnight December 31, 2033, unless earlier terminated pursuant to this Agreement.
2. Services. The Fire District shall furnish the following emergency services protection (hereinafter "Protection Services") to/at all PUD owned, operated and/or leased properties and facilities, and utility infrastructure located within the boundaries and jurisdiction of the Fire District (hereinafter "Facilities"):
  - 2.1 Protection services through pre-fire planning for PUD Facilities and training of Fire District personnel for emergency services at the PUD's Facilities.
  - 2.2 Fire suppression services including specialized equipment, materials and training needed for potential emergencies at the PUD's Facilities, provided, however, that the Fire District has adequate funding to provide such specialized equipment, materials and training.
  - 2.3 Emergency medical services at the level normally provided by the Fire District.

2.4 Hazardous materials incident response services at the level normally provided by the Fire District.

2.5 Joint training with PUD personnel at PUD's Facilities and limited training of PUD personnel.

The regular Fire District services listed above shall be rendered on the same basis as the services are rendered to other areas within the Fire District or with which the Fire District has contracts. Nothing contained in the Agreement shall be deemed to impose a requirement on the Fire District to provide a higher level of services to the PUD's Facilities than the Fire District normally provides within its boundaries. The Fire District shall be the sole judge as to the most expeditious manner of handling and responding to any emergency calls. The Fire District agrees to maintain mutual assistance agreements with neighboring fire protection districts in the county to provide backup services as needed.

Any other specific operating procedures governing the notification of PUD fire emergencies, the responses thereto, the mutual assistance to be available from each party hereto for the preservation and protection of the PUD's Facilities will be jointly developed by the PUD and the Fire District.

3. Compensation. The PUD shall pay to the Fire District an annual fee as consideration for the services received pursuant to this Agreement. The annual fee for the 2019 calendar year shall be Fifty-Eight Thousand Seven Hundred Forty-One Dollars (\$58,741) and shall not be prorated. The annual fee shall increase by three percent (3%) each year. A schedule of the annual payments for each of the calendar years is set out at Exhibit "A", attached and incorporated herein by this reference. The payment shall be due thirty (30) days after final execution of this Agreement for 2019 and on or before January 31st of each successive year.

3.1 In the event of a substantial facility improvement or new construction, the parties agree to renegotiate the annual fee to address such substantial facility improvement or new construction. The increase in the annual fee shall become effective when the project is at 75% completion. If agreement cannot be reached on an increase to the annual fee, the parties agree that the increase in the annual fee will be calculated by multiplying the District's levy rate and bond rate (the "Tax Rate") by the following:

a. In the case of a new facility, 70% of the insured value for the new facility;

b. In the case of an improvement to an existing facility, 70% of the increase in insured value for the facility.

For purposes of this section, the term "substantial facility improvement" means any improvement to an existing facility that changes the value by \$1,000,000

and/or the introduction of new technologies that change response preparedness and/or requirements.

4. Special Rescue Equipment. In addition to the annual compensation paid under Section 3 of this Agreement, the PUD shall purchase and provide to the Fire District equipment for technical rescue service at a one-time cost not to exceed \$12,000. The PUD and Fire District will collaborate on the needs and timing of the purchases and purchase the equipment prior to the end of calendar year 2021. The Fire District shall be responsible for the maintenance and repair of the equipment.
5. Termination. This Agreement may not be terminated prior to the expiration of its initial term except as follows:
  - 5.1 By Fire District. This Agreement may be terminated by the Fire District prior to the expiration of its term only on the basis of nonpayment of the compensation called for herein. In the event the Fire District desires to terminate the Agreement for failure of payment, the Fire District shall first provide sixty (60) days advanced written notice to the PUD by Certified Mail, Return Receipt Requested of its intent to terminate. In the event the PUD fails to make the payment during the sixty (60) day notice period, the Agreement shall terminate at midnight on the sixtieth (60<sup>th</sup>) day following receipt of notice by the PUD. In the event the PUD makes the payment prior to midnight on the sixtieth (60<sup>th</sup>) day following receipt of the written notice of intent to terminate, the Agreement shall not terminate and shall continue in full force and effect.
  - 5.2 Termination by the PUD. The PUD shall be entitled to terminate this Agreement prior to the expiration of its term on sixty (60) days written notice in the event the Fire District fails to provide or perform the Protection Services set out herein. The PUD shall also have the right to terminate this Agreement on sixty (60) days advanced written notice in the event the PUD no longer becomes required to contract for Protection Services as contemplated by RCW 52.30.020.
  - 5.3 Dissolution of the Parties or Act of the Legislature. This Agreement shall also terminate upon the dissolution of either party hereto, or in the event that this Agreement is rendered unnecessary, unenforceable, or illegal by an act of the Legislature.
  - 5.4 Mutual Assent. This agreement may be terminated by the mutual assent of the Parties as evidenced in writing and signed by the authorized representatives of both Parties.
6. Notices. All notices required or permitted hereunder shall be in writing and may be either delivered personally or mailed unless otherwise set out herein. All notices to the Fire District shall be sent by mail or personally delivered to the Chief of the Fire District or

such other individual as may be designated in writing. All notices to the PUD shall be delivered to the PUD's General Manager, with a copy to General Counsel, whose mailing addresses are Public Utility District No. 1 of Chelan County, PO Box 1231, Wenatchee, Washington 98807-1231.

7. Venue. In the event any suit or other legal proceeding is brought to enforce the terms of this Agreement, venue for said action shall be in the Superior Court of Chelan County, Washington.
8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
9. Assignment. No assignment of any right or obligation of any Party to this Agreement shall be made without the written consent of the PUD.
10. Entire Agreement. The foregoing constitutes the entire agreement between the Parties and no modification of any of the provisions hereof shall be binding upon either Party unless in writing, signed by the Party against whom such modification is sought to be enforced.
11. Compliance with RCW Chapter 39.34. The Parties shall fully comply with the requirements of RCW Chapter 39.34.
12. Non-Waiver. The failure of any Party to insist upon or enforce strict performance of the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon such provision or rights in any other instance.
13. Authority. Each Party represents that he or she has been duly authorized to execute this Agreement on behalf of the Parties.
14. Counterpart Originals. This Agreement may be executed in counterparts. A copy of all original executed signature pages affixed shall constitute the original Agreement. The date of execution shall be the date of the final Party's signature.
15. 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.

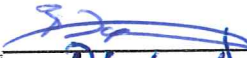
PUBLIC UTILITY DISTRICT NO. 1 OF  
CHELAN COUNTY

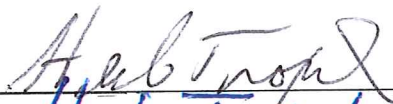
By:   
Steve Wright, General Manager

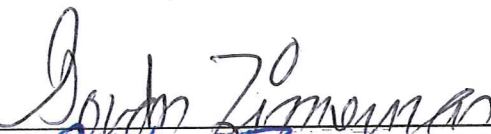
CHELAN COUNTY FIRE DISTRICT NO. 1

By: B. O. 27  
Name: Brian Brett  
Title: Fire Chief

CHELAN COUNTY FIRE DISTRICT NO. 1  
COMMISSIONERS

By:   
Name: Phil Dormaier, Chair

By:   
Name: Herb Troxel

By:   
Name: Gordon Zimmerman

PUBLIC UTILITY DISTRICT NO. 1 OF  
CHELAN COUNTY

By:   
Steve Wright, General Manager

CHELAN COUNTY FIRE DISTRICT NO. 1

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHELAN COUNTY FIRE DISTRICT NO. 1  
COMMISSIONERS

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that STEVE WRIGHT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Public Utility District No. 1 of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19 day of August, 2019.



Signature Rebekah Garfein  
Rebekah Garfein, Notary Public  
My Appointment Expires 11-29-19

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that Brian Brett is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Chelan County Fire District No. 1 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21 day of August, 2019.



Signature Cindy E. Blaufuss  
Cindy E. Blaufuss, Notary Public  
My Appointment Expires 1-1-2022

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that Phil Dormaer is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Commissioner of Chelan County Fire District No. 1 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21 day of August, 2019.



Signature Cindy E. Blaufuss  
Cindy E. Blaufuss, Notary Public  
My Appointment Expires 1-1-2022

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that Herb Troxel is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Commissioner of Chelan County Fire District No. 1 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21 day of August, 2019.



Signature Cindy E. Blaufuss  
Cindy E. Blaufuss, Notary Public  
My Appointment Expires 1-1-2022



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that Gordon Zimmerman is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Commissioner of Chelan County Fire District No. 1 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21 day of August, 2019.

Signature Cindy E Blaufuss  
Cindy E Blaufuss, Notary Public  
My Appointment Expires 1-1-2022



**EXHIBIT A**  
**PAYMENT SCHEDULE**

Year		Amount
1	2019	\$58,741.00
2	2020	\$60,503.23
3	2021	\$62,318.33
4	2022	\$64,187.88
5	2023	\$66,113.51
6	2024	\$68,096.92
7	2025	\$70,139.83
8	2026	\$72,244.02
9	2027	\$74,411.34
10	2028	\$76,643.68
11	2029	\$78,942.99
12	2030	\$81,311.28
13	2031	\$83,750.62
14	2032	\$86,263.14
15	2033	\$88,851.03