

AGREEMENT

AGREEMENT made and entered into this 18th day of May, 1989 by and between **SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 2** of Skamania County, State of Washington, (hereinafter referred to as "the District"), and the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, (hereinafter referred to as "the City"),

W I T N E S S E T H:

WHEREAS, the District was created, and by virtue of the laws of the State of Washington is organized, for the purpose of protection of property against loss by fire within its boundaries outside of incorporated city limits, and

WHEREAS, the City operates a fire department for the provision of fire prevention and suppression services and for the protection of life and property within the City, and

WHEREAS, by cooperation, joint and mutual aid and assistance and by sharing certain equipment, personnel and facilities the parties hereto may render more effective service to the residents of the City and District,

NOW, THEREFORE, in contemplation of a program of mutual aid and assistance, it is hereby agreed between the parties as follows:

I.

GENERAL AND FISCAL DUTIES OF DISTRICT

A. "District Equipment".

1. The District shall furnish to the City, and shall maintain and place in the City, a fire truck, pumpers, hoses, and other fire fighting materials, supplies and equipment as may be consistent with and allowed by the terms and provisions of this Agreement (hereinafter generally referred to as "District Equipment").

2. All of said District Equipment, at all times during the life of this contract, shall constitute property of the District.

B. The District, from time to time, at its expense, and as experience proves necessary, shall purchase and provide such other and further materials, supplies and equipment as may be needed or advisable in fulfilling its duties hereunder and to residents of the District and City.

C. The District shall pay the cost of all gasoline, oil, lubricants, maintenance and repairs necessary to proper and efficient functioning of all District Equipment.

D. The District shall be responsible for insuring said District Equipment and shall maintain fire insurance on the existing fire station now jointly occupied by the parties hereto (hereinafter "the Fire Station").

E. The District shall pay one-half of the cost of heating, lighting, repairing and maintaining the Fire Station.

F. The District shall reimburse the City for one-half of the annual contributions made to the Volunteer Firemen Relief and Compensation Fund pursuant to Chapter 121 of the Laws of 1935 and amendments thereto.

G. The District shall pay to the City sums as compensation for City Fire Department members answering fire calls outside the limits of the City at such rates as shall be agreed upon by the City Council and Fire District from time to time.

H. The District shall also compensate the City for one-half of the cost of all fire drills.

II.

GENERAL AND FISCAL DUTIES OF CITY

A. "City Equipment".

1. The City agrees to furnish, maintain and place fire fighting equipment in the City.

2. All of said equipment at all times during the life of this contract shall be the sole and separate property of the City.

B. The City shall pay the cost of all gasoline, oil, lubricants, insurance and repairs for, of and to City Equipment.

C. The City shall provide water and sewer services to the Fire Station and shall provide water as needed from its fire hydrant system.

D. The City shall organize and maintain a volunteer fire department of not less than 18 nor more than 35 men, who shall be under the supervision and direction of a competent City Fire Chief. Said department shall be responsible for answering rural calls and

shall respond to rural fires with City Equipment whenever so called on a twenty-four hour per day, seven days per week basis, throughout the year.

E. The City shall be prepared to answer any emergency call from within or without the corporate limits of the City.

F. The City Fire Chief shall keep a record of all calls, of the length of time City Equipment or personnel are engaged outside City limits, of the names and number of members answering a call and of such other information as may be required by the District Fire Marshal to fulfill the District's obligations under Article I, § G hereof.

III.

SERVICE AREAS AND RESPONSIBILITIES;

MUTUAL AID AND ASSISTANCE

A. District-to-City.

★ 1. When District Equipment is not otherwise in service, the City shall have the right to use that equipment in answering any local fire call, if additional equipment is required by the City.

a) When in local operation, District Equipment shall be in the full charge and under the direction of the City Fire Chief.

★ b) Outside of the corporate limits of the City, City equipment and the members of the City Fire Department shall be under the supervision and direction of the District Fire Marshal who shall be a resident of the District and appointed by the Commissioners of the District.

2. The District Fire ^{Chief} ^{MAD-C} ^{B.M.} shall send any available equipment and men to a distress area within the City in case of a major fire, when two or more simultaneous calls must be responded to or when otherwise needed.

B. City-to-District.

1. The City Fire Department shall be subject to call by the District Fire Marshal to any other part or portion of the District in case of a major fire, several simultaneous calls for apparatus or when District Equipment otherwise is already engaged.

B.M. chief
MAD-C

2. District Equipment shall not be taken beyond the limits of the District except by permission of the District Fire Marshal or one of the District Commissioners or as outlined in the Mutual Aid Agreement with Skamania County Fire Protection District Nos. 1, 2 and 5, and the Cities of Cascade Locks, North Bonneville and Stevenson.

IV.

TERM OF AGREEMENT AND CANCELLATION

A. This contract shall remain in full force and effect for five (5) years from the date hereof unless cancelled in the manner set out immediately below.

B. This Agreement may be cancelled by either party upon giving written notice to the other party of its intent to so cancel, with a copy to the Washington Surveying and Rating Bureau, Fire Insurance Division, not less than ninety (90) days prior to the proposed cancellation date.

C. This Agreement shall be renewed automatically for an identical term unless written notice of intent not to renew is given by either party to the other, and to the Washington Surveying and Rating Bureau, Fire Insurance Division, Alaska Building, PO Box 1818, Seattle, Washington, not less than ninety (90) days prior to the expiration date hereof.

V.

NOTICE

No notice herein provided for shall be effective unless served in the manner provided by law for service of legal process upon the parties hereto or by registered mail to the other party at its mailing address.

VI.

This Agreement may be amended or qualified in specific instances by addenda hereto, executed by the appropriate authorized representative(s) of each and both of the parties. No such addendum shall supercede the general rules set out in this Agreement except in the sole and exclusive instance governed by the addendum and only to the extent expressly set out therein.

IN WITNESS WHEREOF, the parties hereto, through their duly elected, appointed and/or authorized officials, have affirmed their hands and seals this 27 day of July, 1989.

SKAMANIA COUNTY FIRE PROTECTION
DISTRICT NO. 2

By Raymond Mockenmaier
Chairman of Board of Commissioners

ATTEST:

Beverly Mackinnon
Secretary, Skamania County
Fire Protection District
No. 2

CITY OF STEVENSON

By Wallace Fuller
Mayor

ATTEST:

MaDuncaid-Cole
City Clerk

^{ATTEST}
APPROVED BY:

JK Toblin 10-30-89
Washington Surveying and
Rating Bureau, Fire
Insurance Division