

**AGREEMENT IN RELATION TO
ADMINISTRATIVE ACTIVITY**

THIS AGREEMENT entered into by and between the CITY OF McCLEARY, hereinafter "City"; and FIRE DISTRICT NUMBER 12, hereinafter "District".

R E C I T A L S:

1. The District and the City have an agreement providing for certain services to be provided by the City to the District.

2. As a result of certain changes made in relation to the issuance and supervision of open burning within the District, the District is desirous of the City undertaking the issuance of its burning permits.

3. The City is willing to undertake such activity upon certain terms and conditions.

NOW, THEREFORE, the parties agree as follows:

SECTION I: Subject to the District's compliance with the terms and conditions of Section II, the City agrees that, at such time as a person or entity requiring a permit regulating activities within the District presents themselves to the City Clerk's Office, the City shall take the steps necessary to fill out the permit and issue the same.

SECTION II: The District, in consideration of the City's issuing the permits, shall do the following:

A. Hold the City, its officers, agents, and employees harmless from any and all liability arising out of the City's issuance of the permits.

B. Provide any and all necessary forms.

C. Undertake any and all steps that may be necessary to administer the permit operation, other than the steps required of the City. This shall specifically include, but not be limited to, the undertaking of any investigation necessary to verify the information provided at the time of the issuance of the permit; the investigation of any complaints arising out of the issuance or utilization of the permits; and the revocation of any permits in the event of the necessity of such revocation.

SECTION III: The parties specifically agree that the City shall be under no duty to conduct an investigation as to the facts relating to the permit applications. They may take as verities the information provided by the applicant.

EXECUTED IN MULTIPLE COPIES UPON THE DATES STATED BELOW.

CITY OF McCLEARY:

December 15, 1994
DATE

Donna S. Dent
D. GARY DENT, Mayor

**AGREEMENT IN RELATION TO
ADMINISTRATIVE ACTIVITY - 2
11/16/94**

CITY OF McCLEARY
P. O. BOX 360
McCLEARY, WA 98557

ATTEST:

D. J. Rostedt
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

Dan Glenn
DANIEL O. GLENN, City Attorney

FIRE DISTRICT 12

12-19-94
DATE

By *Edward M Olson*

By *Bob 3, ...*

APPROVED AS TO FORM:

By *Steve ...*

Attorney

INTER-LOCAL AGREEMENT

THIS AGREEMENT, made and entered into in multiple originals by and between the CITY OF MCCLEARY, a Municipal Corporation and political subdivision of the State of Washington, hereinafter referred to as "CITY"; and GRAYS HARBOR FIRE PROTECTION DISTRICT NUMBER 12, of Grays Harbor County, Washington, hereinafter referred to as "DISTRICT".

RECITALS

1. The Parties have maintained a contractual relationship for an extended number of years.
2. A review of the documents in place has raised the question as to the existence of a current written contract.
3. The parties wish to memorialize the understanding under which they have been operating since the CITY ceased its operation of an emergency medical services department. Thus, this Agreement shall be deemed a ratification of all actions taken by either entity in relation to matters covered by this

CONTRACT - 1
4/27/02

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

agreement during any period for which there was no prior written agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION I: SERVICES TO BE PROVIDED

The CITY shall provide to DISTRICT fire protection for the DISTRICT's resident population through its Fire Department during the term of this contract upon the following terms and conditions:

A. The CITY agrees to furnish fire protection services to all properties and persons residing within or annexed to the portion of the DISTRICT designated in this Agreement, including all DISTRICT owned or leased real and personal properties. Such fire protection services shall be rendered on the same basis as such protection is rendered to other areas within the CITY or with which the CITY has contracts. The CITY assumes no liability for failure to do so by reason of any circumstances beyond its reasonable control. In the event of simultaneous fire calls within the CITY and outside of the CITY whereby facilities of the CITY are taxed beyond its reasonable ability to render equal protection, the officers and agents of the CITY shall have discretion as to which call shall be answered first and shall be the sole judge as to the most expeditious manner of handling and

responding to said calls and no liability shall arise as a result of the decision so made.

B. The territory of the DISTRICT shall be serviced in conjunction with the territory of the CITY and shall be serviced by the personnel of the McCleary Fire Department; and the methods, manner, and means of servicing fires in the DISTRICT adjacent to and serviced by the CITY shall be left to the sole direction of the Fire Chief and the personnel of the McCleary Fire Department; and the CITY may use such additional firefighting equipment as the Fire Chief or his designee may see fit to employ or use in protecting the DISTRICT from fire or fire damage.

SECTION II: FACILITY and EQUIPMENT PROVISION, USE, AND MAINTENANCE

A. The CITY agrees to furnish proper storage facilities for the fire equipment furnished by the DISTRICT to the CITY and now stored in CITY buildings at McCleary, Grays Harbor County, Washington.

B. The CITY agrees to keep such equipment in working order and the said DISTRICT agrees to pay the cost of any labor and repair parts that may be necessary to keep its equipment in working order.

CONTRACT - 3
4/27/02

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

C. The CITY agrees not to use equipment owned by the DISTRICT and assigned to protect the DISTRICT in any other areas except within the City limits of McCleary, the territory of the DISTRICT serviced by the CITY, or within the limits of said Fire District on any two-station responses, other than in fulfillment of Mutual Aid Agreements.

D. The CITY shall have the use of the firefighting equipment of the DISTRICT in case it should become necessary, in the judgment of the Fire Chief or his designee, that the same be used to protect life or property within the CITY in case the firefighting equipment of the CITY is not sufficient to take care of the situation.

E. The DISTRICT shall have the use of the firefighting equipment of the CITY in case it should become necessary in the judgment of the Fire Chief or his designee that the same be used to protect life or property within the DISTRICT in case the firefighting equipment of the DISTRICT is not sufficient to take care of the situation in the area serviced by the CITY.

SECTION III: HYDRANT UTILIZATION

Any fire hydrants within the limits of either party may be utilized to service fires in either jurisdiction

CONTRACT - 4
4/27/02

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

SECTION IV: HAZARDOUS MATERIAL OPERATIONS

As provided by R.C.W. 70.136.060 and R.C.W. 70.136.070, as to hazardous materials emergency assistance, the parties agree as follows:

A. The DISTRICT or its designee shall be deemed to be the incident command agency in the event of a hazardous materials incident.

B. The DISTRICT may request the CITY to assist in such a situation, but the CITY shall not be obligated to assist.

C. In the event that the CITY, by and through its Mayor upon the recommendation of the Fire Chief, determines it appropriate and feasible to assist, the CITY shall act only under the direction of the DISTRICT or its representative: PROVIDED that the CITY may withdraw its assistance if the CITY's representative deems the actions or directions of the incident command agency or its representative to be contrary to accepted hazardous materials response practices.

D. The CITY shall not profit from rendering the assistance requested.

SECTION V; BREACH OF AGREEMENT

Any violation, commission, or departure from the terms of this Agreement will constitute a breach of this Agreement. Either party upon its decision that a breach has occurred, may

CONTRACT - 5
4/27/02

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

give the other party written notification of the breach or breaches which are alleged to exist. In the event that, within 60 days of the giving of notice, the breach or breaches have not been cured to the reasonable satisfaction of the notifying party, then the notifying party may, in its discretion, terminate the Agreement.

SECTION VI: OWNERSHIP OF PROPERTY

All property acquired by the DISTRICT to enable it to perform the services required under this Agreement shall remain the property of the DISTRICT in the event of the termination of this Agreement. All property acquired by the CITY in order to carry out its services to be provided by this Agreement shall remain the property of the CITY in the event of the termination of this Agreement.

SECTION VII: COMPENSATION:

A. For the services provided by the CITY to the DISTRICT, the DISTRICT shall pay a yearly sum in the amount of \$_____ for the year 2002, that sum to be paid in quarterly payments. The CITY shall provide the DISTRICT with a written billing on a quarterly basis. This billing shall provide adequate detail to provide the DISTRICT with the date, location served, number of individuals served, and a general description of the service provided.

CONTRACT - 6
4/27/02

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

B. Unless otherwise agreed, the amount payable for each subsequent calendar year governed by this contract shall be increased by two percent (2%) over the amount paid in the prior year.

SECTION VIII: TERRITORIAL LIMITS

For purposes of this Agreement, it is agreed that, when referring to the territory of the DISTRICT serviced by the CITY, that territory of the DISTRICT shall be designated as that within the existing boundaries as shown on the records of the Grays Harbor County Auditor.

SECTION IX: INDEMNIFICATION AND INSURANCE

A. Liability: Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of the Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including costs of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.

B. Insurance Coverage: The CITY agrees to provide insurance coverage for the station facility owned by the CITY, a portion of which is used by the DISTRICT. The DISTRICT agrees to provide insurance coverage for all vehicles and equipment owned

CONTRACT - 7
4/27/02

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

by the DISTRICT and located in such station facilities. Each of the parties agrees to provide insurance coverage covering the actions of personnel of such party and to name the other party as an additional insured on such policy.

SECTION X: 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.

SECTION XI: INTEGRATION AND MODIFICATION

This Agreement represents the entire agreement between the parties. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties.

SECTION XII. INTENDED BENEFICIARIES

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third person.

SECTION XIII: OPPORTUNITY FOR REVIEW BY COUNSEL

Each party acknowledges that they have carried out such review of this contract as they deem appropriate, including review by their chosen counsel. In the event of any ambiguity or

dispute, the rule of interpretation against the drafter shall not apply.

SECTION XIV: EFFECTIVE DATE, PROVISION FOR AUTOMATIC EXTENSION, AND TERMINATION PROCEDURE

A. This Agreement shall be deemed to have become effective 12:01 a.m., on December 1, 2001, and shall be deemed to renew for additional one year terms, unless terminated by one of the parties pursuant to the provisions of this Agreement.

B. The parties specifically agree that either party may give notice of an intent to terminate the contract no less than sixty days prior to the end of each calendar year. The giving of such notice in writing shall constitute the notice of termination and may include within it the request to undertake negotiations as to a modification or extension of the contract. Upon the giving of such notice, however, unless a contract has been entered into by midnight on December 31 of the year in which the notice is given or unless there has been an extension entered into by the parties, the contract shall be deemed terminated and the rights and responsibilities under it in terms of the provision of service or the payment of monies for the next year shall be deemed terminated.

CONTRACT - 9
4/27/02

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98567

SECTION XV: AUTHORITY

This Agreement is entered into by the CITY under the authority of R.C.W. 35A.11.040 and the DISTRICT under the authority of R.C.W. 52.12.031, and in conformity with R.C.W. 39.43, the Interlocal Cooperation Act.

EXECUTED at the CITY OF MCCLEARY this 19th day of June, 2002.

GRAYS HARBOR COUNTY FIRE PROTECTION DISTRICT NO. 12

Edward M Olson

[Signature]

[Signature]

CITY OF MCCLEARY:

Wallace Bentley, Mayor
WALLACE BENTLEY, Mayor

ATTEST:

Donnie Rostedt
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

CONTRACT - 10
4/27/02

CITY OF MCCLEARY
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