

COOPERATIVE FIRE PROTECTION AGREEMENT

THIS AGREEMENT between Public Utility District No. 2 of Grant County, Washington (District) and each of the existing Grant County, Washington Fire Protection Districts (Fire Protection Districts), is entered into pursuant to RCW 52.30.020 and RCW Chapter 39.34.

RECITALS:

Public Utility Districts are authorized to enter into contracts for fire protection services with Fire Protection Districts pursuant to RCW 52.30.020 and RCW Chapter 39.34.

The Fire Protection Districts are willing to provide the District fire protection services on the terms and conditions herein.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. Fire Protection Services. Each Fire Protection District shall provide fire protection services necessary for the protection and safety of the buildings, equipment and other property owned or operated by the District, located within or adjacent to such Fire Protection District, and for the protection and safety of District personnel, excluding however, properties located within the city limits of municipal fire departments and such fire protection services as the District's Manager specifies in writing will be performed by the District's staff and equipment. Should any specialized fire fighting equipment be required for the protection of District property and personnel, the District may purchase the same and make it available to the Fire Protection Districts at a location to be determined by the District. The duties and responsibilities of the Fire Protection Districts under this Agreement shall be the same as those owed to the general public and other property owners within the boundaries of the particular Fire Protection District. Nothing in this agreement shall modify or alter the rights and responsibilities of the District or Fire Protection District No. 8 arising under Contract No. 230-031, dated June 16, 1980.

2. Operating Procedures. Any specific operating procedures governing notification of District fire emergencies, the response thereto, or the mutual assistance to be available from each party hereto for protection of District property will be jointly developed by the District and the individual Fire Protection Districts.

3. Compensation.

A. For fire protection services to be provided during the period of January 1, 1992 through December 31, 1992, the District shall make payment of Eighty-Five Thousand Dollars (\$85,000.00) to the Fire Protection Districts. The Fire Protection Districts shall agree on a distribution of the payment amongst

each of them and notify the District in writing of the same. The District shall make payment upon receipt of: (1) the notification; and (2) copies of this Agreement duly executed by each of the Fire Protection Districts.

B. For fire protection services to be provided for 1993 and subsequent years, the District shall on or before January 31st of each such year pay to the Fire Protection Districts, a sum as computed by the formula hereinafter set forth; provided however, that this sum shall be reduced by any amount which may be paid or provided to the Fire Protection Districts out of the privilege taxes paid by the District and distributed to the counties under the provision of RCW 54.28 et seq.

FORMULA: (A - B) x C = D

A - Amount of privilege tax paid in the preceding calendar year from the revenues of the District and returned to Grant County for distribution by the State of Washington.

B - Amount of privilege tax paid in the preceding calendar year to the cities and towns of Grant County.

C - A constant factor of .10.

D - Payment to the undersigned Fire Protection Districts for the calendar year.

Example: 943,020.05 - 76,810.16 = 866,219.89 x .10 = 86,621.99
(A) (B) (C) (D)

4. Distribution of Payment. The annual payment as calculated pursuant to Section 3 shall be allocated to each Fire Protection District based on the distribution supplied to the District and unanimously agreed to by the Fire Protection Districts on or before December 31st of the preceding year. In the event the Fire Protection Districts do not provide the District with the payment distribution by December 31, the District will make payment into a separate account, within the District, to accrue interest earnings until distribution. Upon distribution, both interest earnings and principal will be remitted to the Fire Protection Districts. The District shall have no obligation to contract with or make any payment (except as otherwise required by RCW 4.24.314) to any Fire Protection District except as provided herein.

5. Term of Agreement. This Agreement is effective January 1, 1992 and shall continue in effect through December 31, 1992. Thereafter it shall be on a year to year basis unless terminated by the District or any Fire Protection District by giving written notice by October 1st of any year, thereby terminating the Agreement as of the following December 31st of the year in which notice is given.

6. Notices. All notices required or permitted hereunder shall be in writing and may be either delivered personally or mailed. All notices to the Fire Protection Districts shall be sent by mail or personally delivered to the chief of each Fire Protection District or such other individual as may be designated

in writing by the unanimous agreement of all Fire Protection Districts. All notices to the District shall be delivered to the District's Manager, whose mailing address is Post Office Box 878, Ephrata, Washington 98823.

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 Grant 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 a party to this Agreement shall be made without the written consent of the District.

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 District and each of the Fire Protection Districts shall fully comply with the requirements of RCW Chapter 39.34, including but not limited to approving this Agreement by resolution duly adopted by their respective governing bodies. This Agreement shall be filed with the Ephrata City Clerk, the Grant County Auditor and the Secretary of State as required by RCW 39.34.040.

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 provisions 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 but shall not be effective until each of the Fire Protection Districts has properly executed and returned its signature page to the District. A copy with 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.

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

By Don Godard
Manager

ATTEST:

By Walter A. Guckel

STATE OF WASHINGTON)
 : ss.
County of Grant)

Don Godard, being first duly sworn under oath, deposes and says:

That he is the Manager of Public Utility District No. 2 of Grant County, Washington; has read the foregoing Agreement; he knows the contents thereof and believes the same to be true; and represents and warrants that he is duly authorized to execute this Agreement for and on behalf of Public Utility District No. 2 of Grant County, Washington.

X Don Godard

SUBSCRIBED and SWORN to before me this 28th day of April, 1992.

Paul Bohner
NOTARY PUBLIC for Washington
Residing at Ephrata Pa
Commission Expires June 8/92

FIRE PROTECTION DISTRICT NO. 4
OF GRANT COUNTY, WASHINGTON

By John A. Hooley
Commissioner

ATTEST:

Melanie Garner

STATE OF WASHINGTON)
County of Grant) : ss.

John A. Hooley, being first duly sworn under oath, deposes and says:

That he is a Commissioner of Fire Protection District No. 4 of Grant County, Washington; has read the foregoing Agreement; he knows the contents thereof and believes the same to be true; and represents and warrants that he is duly authorized to execute this Agreement for and on behalf of Fire Protection District No. 4.

John A. Hooley

SUBSCRIBED and SWORN to before me this 10 day of April, 1992.

Anna L. Sauter
NOTARY PUBLIC for Washington
Residing at Warden, Wa
Commission Expires Oct 1992

FIRE PROTECTION DISTRICT NO. 5
OF GRANT COUNTY, WASHINGTON

By Jerry Jensen
Commissioner
Board Chairman

ATTEST:

By Bruce Hall

STATE OF WASHINGTON)
County of Grant) : ss.

Jerry Jensen, being first duly sworn under oath, deposes and says:

That he is a Commissioner of Fire Protection District No. 5 of Grant County, Washington; has read the foregoing Agreement; he knows the contents thereof and believes the same to be true; and represents and warrants that he is duly authorized to execute this Agreement for and on behalf of Fire Protection District No. 5.

SUBSCRIBED and SWORN to before me this 6th day of April, 1992.

J. Camacho
NOTARY PUBLIC for Washington
Residing at Moses Lake
Commission Expires 1/30/95

FIRE PROTECTION DISTRICT NO. 6
OF GRANT COUNTY, WASHINGTON

By Mike Edwards
Commissioner

ATTEST:

By George R. Nethercutt

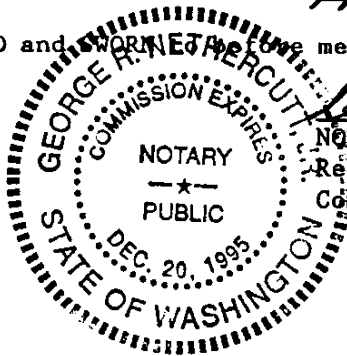
STATE OF WASHINGTON)
County of Grant-Spokane) : ss.

Mike Edwards, being first duly sworn under oath, deposes and says:

That he is a Commissioner of Fire Protection District No. 6 of Grant County, Washington; has read the foregoing Agreement; he knows the contents thereof and believes the same to be true; and represents and warrants that he is duly authorized to execute this Agreement for and on behalf of Fire Protection District No. 6.

Mike Edwards

SUBSCRIBED and sworn to before me this 15 day of April, 1992.



George R. Nethercutt, Jr.
NOTARY PUBLIC for Washington
Residing at Spokane
Commission Expires 12-20-95

FIRE PROTECTION DISTRICT NO. 12
OF GRANT COUNTY, WASHINGTON

By Claude A Pearce
Commissioner

ATTEST:

By Judith M. Scrupps

STATE OF WASHINGTON)
County of Grant) : ss.

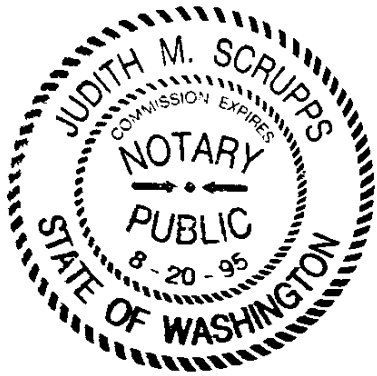
CLAUDE A. PEARCE, being first duly sworn under oath, deposes and says:

That he is a Commissioner of Fire Protection District No. 12 of Grant County, Washington; has read the foregoing Agreement; he knows the contents thereof and believes the same to be true; and represents and warrants that he is duly authorized to execute this Agreement for and on behalf of Fire Protection District No. 12.

Judith M. Scrupps

SUBSCRIBED and SWORN to before me this 17 day of April, 1992.

Judith M. Scrupps
NOTARY PUBLIC for Washington
Residing at Odessa Wash.
Commission Expires 8-20-95



FIRE PROTECTION DISTRICT NO. 13
OF GRANT COUNTY, WASHINGTON

By Raymond S. Sivertopp
Commissioner

ATTEST:

By Jeffrey P. Wyman

STATE OF WASHINGTON)
County of Grant) : ss.

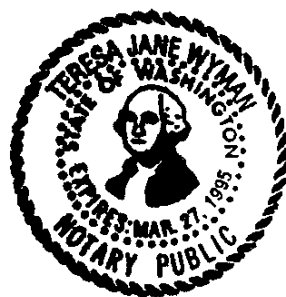
Raymond S. Sivertopp, being first duly sworn under oath, deposes and says:

That he is a Commissioner of Fire Protection District No. 13 of Grant County, Washington; has read the foregoing Agreement; he knows the contents thereof and believes the same to be true; and represents and warrants that he is duly authorized to execute this Agreement for and on behalf of Fire Protection District No. 13.

Raymond S. Sivertopp

SUBSCRIBED and SWORN to before me this 21st day of April, 1992.

Jeffrey P. Wyman
NOTARY PUBLIC for Washington
Residing at Edwata
Commission Expires 3/27/95



FIRE PROTECTION DISTRICT NO. 14
OF GRANT COUNTY, WASHINGTON

By KARY BYAM
Commissioner

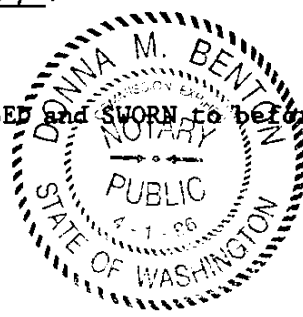
ATTEST:

By DONNA M. BENTON

STATE OF WASHINGTON)
) : ss.
County of ~~Grant~~ OKANOGAN)

KARY BYAM, being first duly sworn under oath, deposes and says:

That he is a Commissioner of Fire Protection District No. 14 of Grant County, Washington; has read the foregoing Agreement; he knows the contents thereof and believes the same to be true; and represents and warrants that he is duly authorized to execute this Agreement for and on behalf of Fire Protection District No. 14.



Kary Byam

SUBSCRIBED and SWORN to before me this 20th day of April, 1992.

Donna M. Benton
NOTARY PUBLIC for Washington
Residing at Elmer City WA
Commission Expires 4-1-96

