

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION 24-2016

A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, APPROVING AN AGREEMENT WITH PACIFIC COUNTY FIRE DISTRICT #1 FOR FIRE AND EMERGENCY MEDICAL PROTECTION SERVICES TO NORTH BEACH WATER DISTRICT PROPERTIES.

WHEREAS, North Beach Water District (Water District) is a municipal corporation that owns certain tax exempt lands, buildings, and equipment (Properties) within the geographical boundaries of Pacific County Fire District #1 (Fire District); and

WHEREAS, RCW 52.30.020 requires municipal corporations who own tax exempt Property within the geographical boundaries of a fire protection district to contract with such district for fire and emergency services; and

NOW, THEREFORE, THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Approval Agreement.

The Agreement, attached hereto and incorporated herein as "EXHIBIT A", by and between the Water District and the Fire District is hereby approved.

Section 2. Authorization.

The District's General Manager is hereby authorized and directed to execute and deliver the Agreement.

ADOPTED BY THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON THIS 18th DAY OF JULY, 2016

**Brian Sheldon, Commissioner
Position #1**

**Glenn Ripley, Commissioner
Position #3**

**Gwen Brake, Commissioner
Position #2**

EXHIBIT "A"

**FIRE AND EMERGENCY MEDICAL
PROTECTION AGREEMENT BETWEEN
PACIFIC COUNTY FIRE PROTECTION DISTRICT NO. 1
AND NORTH BEACH WATER DISTRICT**

This Agreement is made pursuant to RCW 39.34 and entered into between Pacific County Fire Protection District No. 1 a municipal corporation, "Fire District", and North Beach Water District, a municipal corporation "North Beach".

RECITALS

1. The Fire District is a fire protection district organized and operating pursuant to Title 52 RCW with the responsibility to provide fire protection and emergency medical services within its geographical boundaries.
2. North Beach is a municipal corporation that owns certain tax exempt lands, buildings and equipment "Properties" located in the Fire District.
3. RCW 52.30.020 requires local governments to contract for fire protection and emergency medical services for Properties owned by the local government within the boundaries of a fire protection district.
4. It is the purpose of this Agreement to provide fire protection and emergency medical services to North Beach properties within the Fire District's boundaries; to comply with RCW 52.30.020 regarding North Beach-owned properties; and to comply with chapter 39.34 RCW, the Interlocal Cooperation Act.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each Party, it is agreed as follows:

1. **Effective Date and Termination of Agreement.** This Agreement shall be effective January 1, 2016 to cover services provided from that date forward and shall be automatically renewed on January 1 of each subsequent year unless written notice of termination is given by a Party to the other Party prior to the first day of September of the calendar year in which this contract shall terminate.
2. **Services.** The Fire District agrees to furnish fire protection and emergency medical services to the North Beach parcel numbers found in Section 3 of this agreement, Property Served, located within the Fire District and the persons residing, working or visiting within those properties. Such fire and emergency medical services shall be rendered on the same basis as such protection is rendered to other areas within the Fire District or with which the Fire District has contracts, but the Fire District assumes no liability for failure to do so by reason

of any circumstances beyond its control. In the event of simultaneous fires or medical aid calls within the North Beach properties and outside of the North Beach Properties whereby facilities of the Fire District are taxed beyond its ability to render equal protection, the officers and agents of the Fire District shall have discretion as to which call shall be answered first. The Fire District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

- 3. Property Served.** The Property covered by this Agreement includes the following parcels, all located in Ocean Park, WA 98640:

25480 U Street, also known as Parcel Number 12113313262
2216 272nd Street, also known as Parcel Number 75026001006
25620 U Street, also known as Parcel Number 12113312120
2707 252nd Street, also known as Parcel Number 76017000035
2320 272nd Street, also known as Parcel Number 12112813015
Parcel Number 75026001004
2212 272nd Street, also known as Parcel Number 75026001005
2306 272nd Street, also known as Parcel Number 75026001007
Parcel Number 76019410000
25600 Z Street, also known as Parcel Number 76019409000
Parcel Number 11110912196
2703 252nd Street, also known as Parcel Number 76017000036
Parcel Number 75026001003
Parcel Number 12112813046
Parcel Number 75023021001
Parcel Number 75026001002
Parcel Number 75026001001

All parcels are found in the Pacific County property records.

- 4. Payment by North Beach for Services.** In exchange for and in recognition of the rendition of services by the Fire District, North Beach shall annually purchase and install one new fire hydrant on an existing water main 6 inches in diameter or larger, in a location chosen by the Fire Chief in lieu of payment to the Fire District. North Beach shall assume all ownership of the hydrants. All responsibility for operational maintenance and fire flow of the hydrants resides with North Beach. Notwithstanding the foregoing, in the event North Beach elects to purchase and install more than one new fire hydrant on any existing water main in any one year, they shall receive a credit, to be applied to subsequent years, for each fire hydrant installed.
- 5. Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered or three days after mailing if mailed by first class, postage pre-paid and addressed to the Party at its address as stated in this Agreement or at such address as any Party may designate at any time in writing. Notice shall be provided to:

To Fire District:
Pacific County Fire District 1
P.O. Box 890
Ocean Park, WA 98640

To North Beach:
North Beach Water District
P.O. Box 618
Ocean Park, WA 98640

- 6. 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 this contract 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 cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.
- 7. 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.
- 8. Modification.** 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. Any modification to this Agreement shall be in writing. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties.
- 9. Benefits.** 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 persons
- 10. Dispute resolution (including disputes as to valuation of the North Beach property).** Disputes between the Parties shall first be addressed through discussion and negotiation by representatives of each. Should resolution via discussion and negotiation be unsuccessful, the Parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of litigation. Each Party shall bear its own costs.
- 11. Complete and Final Agreement.** This is the complete and final agreement of the Parties as to its subject matter. It supersedes any prior verbal or written agreements and represents the Parties' exclusive agreement as to its subject matter.

Dated: _____
NORTH BEACH WATER DISTRICT

Dated: _____
PACIFIC COUNTY FIRE PROTECTION
DISTRICT NO. 1

By : _____
William Neal, General Manager

By : _____
Commissioner

By : _____
Commissioner

By : _____
Commissioner

Attest:

Title