

**INTERLOCAL COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN
LOTT CLEAN WATER ALLIANCE
AND
LACEY FIRE DISTRICT #3
FOR FIRE PROTECTION AND RELATED EMERGENCY SERVICES**

THIS AGREEMENT is made and entered into by and between the LOTT CLEAN WATER ALLIANCE (hereinafter referred to as "LOTT") and the LOTT Fire Protection District #3 (Lacey Fire District #3) (hereinafter referred to as "DISTRICT"), pursuant to the authority granted by Chapter 39.34 RCW and all relevant and associated statutes.

IT IS THE PURPOSE OF THIS AGREEMENT to certify that pursuant to RCW 52.30.020, the DISTRICT will provide fire protection, fire prevention, rescue and emergency medical services (hereinafter referred to as "Services") to LOTT.

THEREFORE, IT IS MUTUALLY AGREED THAT:

I. STATEMENT OF WORK

The DISTRICT shall furnish the necessary personnel, to provide Services to LOTT in the same manner it provides such protection to other occupancies in Lacey Fire District #3 including, but not limited to, fire protection services, fire suppression services, rescue, fire investigation, inspections, emergency medical services, basic life support services, and the administrative services necessary to support these programs and services, as well as the specific services as outlined below:

Services:

All services shall be provided in a manner consistent with federal, state and local mandates and service protocols.

The DISTRICT shall coordinate with LOTT for as needed any pre-fire planning to ensure timely and effective fire suppression, building evacuation and delivery of emergency services. Such coordination shall as a minimum include:

1. As needed training activities for the firefighters of the DISTRICT on LOTT properties. The training shall familiarize the firefighters with the layout of the buildings, location of fire control systems, access routes and hazards specific to each building. Training activities shall not be destructive in nature and interfere with operation of the facility where the training takes place. A LOTT employee will be present during all such training activities and no entry into a LOTT facility for training purposes shall take place without at least 10 days' written notice to LOTT.
2. LOTT will be provided an opportunity to be present and/or present information to the DISTRICT Commissioners at their regularly scheduled Board of Fire Commissioners' meetings.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the term and period of performance of this Agreement shall commence on January 1, 2014, and shall continue thereafter unless terminated, as provided for herein. The contract shall be amended annually by an exchange of letters documenting approximate values of those parcels of land with improvements/buildings, values and the approximate charges for fire protection.

III. PAYMENT

The fee structure shall be reviewed and revised as agreed by to both parties throughout the full term and any agreed upon extensions. LOTT and the DISTRICT shall coordinate at least four (4) months prior to the year end the costs for fire protection and related emergency services based on the assessed values of the agreed upon buildings and land and the District's levy rate.

It is agreed that the costs for service shall be based on the total assessed value of the LOTT buildings and land identified by the Thurston County Assessor's Office and identified parcel numbers as identified in Exhibit "A" for the 2014 assessment year which is attached and incorporated by reference herein. The properties' assessed value for 2014 is in the amount of \$2,129,100.00, and at the levy rate of \$1.39/\$1,000.00 of assessed value. This cost for services will remain constant for the period of January 1, 2014, through December 31, 2014. The annual amount due for 2014 shall be \$2,959.45 based on the levy rate.

The levy rate set by the Thurston County Assessor's Office for the period of January 1, 2014 through December 31, 2014, has been utilized to calculate the payment amount for cost of services. The parties agree that the levy rate is capped and will not exceed \$1.50/\$1,000 of assessed value.

IV. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

V. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by authorized personnel of both parties.

This Agreement shall be subject to re-negotiation in the event of a statutory or regulatory change that materially affects this Agreement or either party's performance of this Agreement.

VI. INDEMNIFICATION

The parties to this Agreement shall be responsible for the consequences of any act or failure to act on the part of itself, its employees or its agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify, defend and hold the other party, including Officers, Employees, Agents and Board of Trustees, harmless from any loss which results therefrom.

VII. INSURANCE

Each party shall provide general liability and property insurance for all operations, buildings and equipment conducted in the performance of this Agreement.

Each party shall provide a Certificate of Insurance, or its equivalent in the case of membership in a risk pool, showing proof of coverage upon execution of this Agreement.

VIII. TERMINATION

Either party may terminate this Agreement upon 60 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IX. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

X. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties thereto.

XI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XIV. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The contact for the LOTT is:

Michael D. Strub P.E.
Executive Director
500 Adams Street NE
Olympia WA 98501

Additional Contact Person is:

Richard L. Hughes
General Legal Counsel
500 Adams Street NE
Olympia, WA 98501

The Contact for the DISTRICT is:

Steve Brooks
Fire Chief
Lacey Fire District #3
1231 Franz Street SE
Lacey, WA 98503

Additional Contact Person is:

Gary Pearson
Deputy Fire Chief
Lacey Fire District #3
1231 Franz Street SE
Lacey, WA 98503

XV. FILING OF AGREEMENT

Pursuant to Chapter 39.34 of the Revised Code of Washington, filing of this Interlocal Cooperative Agreement with the County Auditor's office shall be the responsibility of LOTT, or posted electronically as allowed by law.

XVI. NON-EXCLUSIVE AGREEMENT

The parties to this Agreement shall not be precluded from entering into similar agreement with other municipal corporations.


XVII. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to mind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LOTT CLEAN WATER ALLIANCE

LACEY FIRE DISTRICT #3



Michael D. Strub P.E.
Executive Director

1/14/14
Date

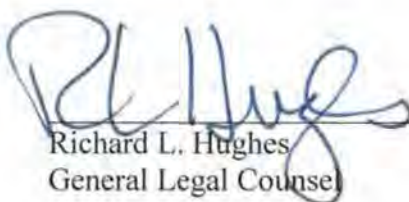


Steve Brooks
Fire Chief

1/3/14
(Date)

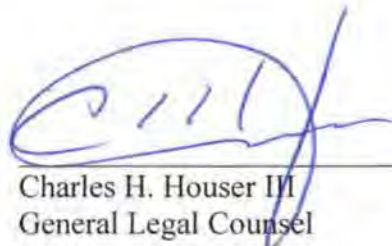
Approved as to form:

Approved as to form:



Richard L. Hughes
General Legal Counsel

1/15/14
Date



Charles H. Houser III
General Legal Counsel

1/8/2014
Date

EXHIBIT A

Site Address and Parcel Number	Section	Acres	2014 Sum of Building Value	2014 Sum of Land Value	2014 Sum of Total Value
3001 Hogum Bay Rd NE 11802420000	02181W	9.53	65,100	683,100	748,200
5750 Martin Way E 11816130000	16181W	0.69	474,200	550,700	1,024,900
9120 SE 58th Ave 11836430501	36181W	5.00	244,100	111,900	356,000
		TOTALS	\$783,400	\$1,345,700	\$2,129,100