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**1967603 MASON CO WA**

12/21/2010 10:32 AM AMEND  
CITY OF SHELTON #42687 Rec Fee: \$78.00 Pages: 17



*After recording return to:*

MASON CO. FIRE PROTECTION DIST. NO. 5

P.O. Box 127

Allyn, WA 98524

**AMENDED  
INTERLOCAL AGREEMENT FOR MASON COUNTY FIRE  
PROTECTION DISTRICT NO. 5  
TO PROVIDE EMS  
AND FIRE PROTECTION SERVICES  
TO CITY OF SHELTON**

**Summary for Recorder's Use:**

1. **Reference Number** of documents being assigned or released: NONE; *1926724*
2. **Grantor:** MASON COUNTY FIRE PROTECTION DISTRICT NO. 5;
3. **Grantee:** CITY OF SHELTON;
4. **Legal Description:** Not Applicable;
5. **Assessor's Property Tax Parcel Account Number:** Not Applicable.

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF SHELTON**, a Washington State municipal corporation (hereinafter referred to as "City"), and **MASON COUNTY FIRE PROTECTION DISTRICT NO. 5**, a Washington State municipal corporation (hereinafter referred to as "Fire District"), pursuant to RCW Chapter 39.34, the Inter-local Cooperation Act. Hereinafter, the City and Fire District will also be generically referred to as "party" or "parties".

In 2008, the City and Fire District entered into an interlocal agreement entitled "Interlocal Agreement to Provide EMS Fire Protection Services From Mason County Fire Protection District No. 5 to City of Shelton". That agreement will hereinafter be referred to as "Prior Agreement".

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AMENDED INTERLOCAL AGREEMENT FOR  
MASON FPD NO.5 TO PROVIDE EMS & FIRE  
PROTECTION SERVICES TO CITY OF SHELTON

Under the terms of the Prior Agreement, the City contracted with the Fire District to have the Fire District provide all EMS and Fire Protection Services to the City that the City's fire department was previously providing. The parties agree the Fire District has performed well under the Prior Agreement which is scheduled to terminate December 31, 2010.

The parties had hoped the election scheduled on August 17, 2010 for the voters of each jurisdiction to consider annexation of the City into the Fire District would be successful. It was not. As a result, the parties intend to continue their contractual relationship as outlined in the Prior Agreement pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, the Parties agree as follows:

1. **TERM / TERMINATION**. This Agreement shall commence January 1, 2011, and continue thereafter on a yearly basis from January 1 to December 31 of each successive year, indefinitely, until terminated by either party as hereinafter provided.

Either party may cancel this Agreement by sending notice to the other party's contact person as set forth in section 13 hereof of its intention to terminate the Agreement at the conclusion of the calendar year then in effect pursuant to the notice provisions set forth in section 15 hereof. For termination at the conclusion of the calendar year to be effective, the termination notice must be sent to the contact person for the other party at least six (6) months prior to the last day of the calendar year, i.e., by no later than June 30<sup>th</sup> of the year in which termination is sought. PROVIDED FURTHER, HOWEVER, if the Fire District fails to provide the services outlined in this Agreement or to substantially meet the performance standards set forth herein, the City shall have the right to terminate this Agreement at any time by first tendering written notice at least sixty (60) days prior to the termination date set forth in the notice to the Fire District, after first giving the Fire District an opportunity to correct the deficiencies as outlined hereinafter.

2. **DUTIES AND RESPONSIBILITIES**. During the term of this Agreement, the Fire District shall provide service levels, as described herein, at least equal to those it provided under the Prior Agreement for comprehensive fire suppression services, emergency medical services,

and emergency hazardous substances response services. It shall also provide those additional services as set forth herein. The Fire District shall also maintain an Insurance Service Office rating of 5 or better within the City during the term of this Agreement and any extensions hereof, unless circumstances occur causing a diminishment in this rating which are beyond the reasonable control of the Fire District.

**3. CITY FIRE DEPARTMENT PERSONNEL / FIRE DISTRICT INSURANCE.**

As of the commencement date of this Agreement, and continuously thereafter:

**A. Insurance:** The Fire District shall keep and maintain the following policies of insurance in full force and effect:

1) **Property.** Full comprehensive replacement value coverage for loss, damage, or destruction of personal property owned by the City (whether such property is owned separately by the City or jointly with the Fire District) but in the possession of or under the control of the Fire District, including all furniture, equipment, gear, apparatus, and vehicles;

2) **Public Liability.** Liability for injury or death to third parties, and the property of third parties, in an amount not less than: one million dollars (\$1,000,000.00) for death or injury to any one person; one million dollars (\$1,000,000.00) for any one occurrence; and one million dollars (\$1,000,000.00) for property damage; with two million dollars (\$2,000,000.00) aggregate liability coverage. Such insurance shall also provide coverage to the City for injuries to District employees.

3) **City as Additional Insured.** The City, and its employees, agents, representatives, volunteers, and Commission members shall be named as additional insureds on all such policies of insurance;

4) **Maximum Deductible.** The maximum deductible on any public liability policy of insurance shall be \$1,000.00. All policy deductibles shall be the sole responsibility and liability of the Fire District, except as expressly otherwise provided in this Agreement, and the Fire District shall pay any such deductible when due, as well as hold harmless, defend, and indemnify the City from and against any claims related thereto, and reimburse the City on demand for payment of any deductible thereof made by the City in connection therewith;

5) **Primary Insurance.** The Fire District's insurance policies shall be primary. The City reserves the right to carry such insurance, as it may deem appropriate; provided, however, the City's insurance carriers shall not be called upon to contribute to any loss that should be paid by the Fire District's carrier. The Fire District shall obtain an endorsement to its policies of insurance to such effect;

6) **Cancellation Notice.** All such policies of insurance shall contain a provision or endorsement requiring at least thirty (30) days prior written notice to the City of cancellation or material change in policy terms;

7) **Acceptable Insurance Ratings.** All such policies of insurance shall be placed in companies having a minimum AM Best rating of "A.VIII";

8) **Proof of Coverage.** The Fire District shall provide the City with proof of such insurance coverage, initially with a certificate of insurance from the Fire District's carrier(s) upon the effective date of this Agreement, and with copies of such policies within sixty (60) days of the effective date of this Agreement, and including all renewals or extensions thereof;

9) **Replacement Coverage.** If, at any time during the term of this Agreement, the coverage's identified herein are not maintained by the Fire District, the City reserves the right, but not the obligation, to obtain its own equivalent coverage; in such event, the Fire District shall reimburse the City for all costs and expenses related thereto upon written demand. The Fire District shall pay the City interest at the rate of twelve percent (12.00%) per annum on any past due amounts owed hereunder until paid in full;

10) **"New" Fire Station Insurance / Use / Maintenance.** The City shall maintain a builder's risk and other required insurance during construction of the new fire station in the City scheduled for completion in late December, 2010, and shall require the contractor to maintain commercial general liability and other appropriate insurance. Once occupancy and use of the new fire station has been transferred to the Fire District, the District will maintain property insurance for this station which complies with all other insurance requirements outlined herein.

During the term of this Agreement, and all extensions hereto, the Fire District shall be entitled to occupy the said fire station rent free, but shall be obligated to: pay all utilities

associated therewith; and be responsible for all day to day upkeep ( light maintenance and repair), cleaning, and custodial tasks and the expenses associated therewith.

The City agrees to provide repair, maintenance and upkeep of all main building systems at the City fire station, to include HVAC, plumbing, electrical, lighting, generator, UPS, elevator, fire sprinkler, alarm system, roofing system, irrigation system, parking lot and city phone system. The City shall also be responsible for monitoring and adjustments, as necessary, to the building's energy management system as required. The City shall be paid a yearly maintenance cost from the Fire District of \$28,977.00, due in equal monthly installments by the 25<sup>th</sup> day of each month for which these services are provided. Any extra-ordinary maintenance and/or repair work to the station performed by the City, including maintenance and/or repair work necessitated by the negligence or wrongful conduct of the Fire District, shall be billed to the Fire District on a reasonable time and material basis and shall be compensation due from the Fire District in addition to its ongoing maintenance fee. The Fire District shall also be afforded the benefit of all warranties, and warranty work, associated with the station and its systems, at no cost to the Fire District. The provisions of this paragraph dealing with the terms of the City's repair, maintenance and upkeep duties relative to the City fire station, and the Fire District's compensation therefore, shall last for a six (6) month period of time from the execution date of this Agreement, after which time either party may request a re-evaluation and re-negotiation of the terms of this paragraph. If so requested by either party, they shall meet in good faith, review what has occurred to date, and if appropriate, renegotiate the services and/or compensation provisions of this paragraph. Any re-negotiated agreement shall be placed in writing and signed by the parties.

**B. Union Agreements.** The Fire District negotiated a single joint bargaining unit agreement with the former City and Fire District unions, which agreement replaced the two union contracts in effect at the commencement of the Prior Agreement. The former City bargaining unit members became employees of the District upon commencement of the prior agreement. The Fire District has assumed all responsibility and liability relating to the former City fire department bargaining unit members and their former contract except as otherwise

expressly set forth herein, and shall hold harmless, defend, and indemnify the City from and against all claims, liability and damages with respect thereto;

**C. Personnel Benefits.** The City shall continue to be solely responsible for payment of all LEOFF1 AND LEOFF2 retirement benefits for all former and retired City fire personnel;

**D. City Manpower Levels- Volunteers.** The Fire District shall work at continuing to maintain, at a minimum, the City's (when it operated the Shelton fire department) prior manpower level of an active and trained volunteer fire fighter force (two in number when the Fire District commenced providing fire protection /EMS services to the City) during the term of this Agreement within the City as a resource for firefighting and responding to natural disasters;

**E. Agreement Termination- Personnel Assignment.** Upon termination of this Agreement for reasons other than annexation of the City into the Fire District or entry into a successor agreement to this one: all Mason 5 personnel shall remain with the Fire District if the fire District has available positions for them within its budget constraints. All Mason 5 personnel that cannot be retained by the District due to budget constraints, shall be afforded the option to accept employment with the City if such employment is offered by the City. If no Mason 5 bargaining unit members accept available City positions, the City positions will be filled according to the current collective bargaining agreement seniority list; starting with the member with least seniority until all available City positions are filled. If the Fire District is financially unable to retain all such affected employees, and if such employees are not employed by the City, they will be placed on a Fire District and/or City employment list prioritized for employment according to their respective employment dates. Provided, however, in all events, City employment is subject to Civil Service, and other regulations then in effect, and resolution satisfactory to the City of any applicable union contract issues.

**4. MINIMUM STAFFING LEVELS WITHIN CITY LIMITS.** During the term of this Agreement the Fire District will deploy at least two (2) career fire fighters who shall be on duty twenty-four (24) hours a day, three hundred sixty-five (365) days a year, at the City's main fire station to the degree reasonably possible with the available resources, finances, and schedules of the Fire District.

**5. EMERGENCY RESPONSE GUIDELINES.** During the term of this Agreement, the Fire District shall strive to maintain an average emergency response time of five (5) minutes to all incidents within the City and apply extinguishing agent to all fires within eight (8) minutes. In addition, the Fire District shall make a proactive effort to maintain the City's fire loss ratio at a rate of .028% of the City's assessed valuation. In the event of a substantial loss, the Fire District shall investigate to determine whether sufficient personnel and equipment were dispatched and arrived on the scene to control the incident within acceptable time standards and whether the circumstances surrounding the incident at the time of dispatch precluded intervention that would have altered the outcome. The Fire District and City have established automatic response run cards designed to dispatch the appropriate fire and/or EMS Responses to all fire, hazardous substance incidents, and medical emergencies within the Fire District's service area based upon the closest fire station and equipment responding to the emergency incident. The Fire District shall maintain, and update as it deems appropriate, such emergency response cards during the term of this Agreement. During the term of this agreement the District shall also have in place automatic backup using the same emergency response run cards.

**6. APPARATUS.** The following City Apparatus shall be used and deployed as follows:

**FIRST LINE APPARATUS:** The following City Apparatus shall be used and maintained by the Fire District, and operated from the City's main fire station:

- A. Engine 72:** 1990 Fire Engine E-One; License #07026D; VIN #46 JDBAA 85 L 100 3257;
- B. Engine 71:** 2000 Fire Engine E-One; License #19909D; VIN #4 EN 3 AAA 85 X 1000 150;
- C. Rescue 71:** 1999 Dodge Chassis with Box; License #19902D; VIN #3 B 6 M F 3669 XM 534 154;

**AUXILIARY VEHICLES:** The following City Apparatus (staff vehicles) shall be used and maintained by the Fire District and deployed by it as it may determine

from time to time to support efficient operations throughout the Fire District's entire service area:

- A. **Command 701:** 1999 Ford Expedition; License #19903D; VIN #1FM RU1865XLB52502;
- B. **Command 700:** 2000 Ford Expedition; License #19937D; VIN #1FM PU16L8YLC23659;
- C. **Engine 73:** 1977 American LaFrance; License #D4505; VIN #CE-26-5653; this vehicle will be garaged in the City fire station and used, as needed, as a reserve apparatus.
- D. **Utility 7-1:** 1991 GMC ½ ton pick-up; license #07035D; VIN #2 GTEC 19 Z 1 M 1 532 632.

Notwithstanding anything to the contrary herein, any of the City's Apparatus may be deployed by the Fire District in response to calls for service, as the Fire District may determine from time to time, to any part of the Fire District's service area, so the best possible protection to all parts of its service area may result at any given time, while at the same time maintaining adequate coverage within the City by utilizing mutual aid and/or a move-up plan.

The District shall continue to maintain at the City fire station sufficient apparatus to meet two-thirds (2/3) of the fire flow demand required by the City for fire protection rating purposes. All such apparatus and vehicles shall be maintained by the District in good operating condition and repair in accordance with applicable laws, rules, and regulations. Any other City fire department apparatus, vehicles or equipment not specifically identified in this Agreement, shall remain in the possession and under the control of the City.

**7. FIRE PREVENTION/BUILDING INSPECTIONS / COMPENSATION.** As provided in the Prior Agreement, Mason 5 shall continue providing prevention and planning services for the City in consideration for the compensation set forth in this section. The yearly fee due from the City to Mason 5 for the services identified in this section 7, which shall be due in twelve monthly equal payments of \$ 4,167.00, in advance, on the first day of each month, shall be \$ 50,000.00, which sum shall be in addition to the contract compensation set forth hereinafter. These said prevention and planning services shall run indefinitely on a year to year basis, but

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either party may terminate them at the conclusion of any calendar year by first sending written notice to the other party at least 90 days prior to the conclusion of the year in which termination is to occur. If these said prevention/planning services are ever terminated, such termination shall not affect the other provisions of this Agreement in any respect.

The said prevention and planning services to be provided by Mason 5 to the City, in exchange for the monetary consideration set forth in this section, are as follows:

The Fire District shall provide fire inspection services with qualified personnel who meet or exceed the existing level of fire inspection services currently provided by the City fire department, including but not limited to the following:

- 1) For all commercial buildings in the City classified as A,H,I,B,E,F,M, S and R1, inspect each such building annually, and maintain structure drawings to scale depicting all controls relating thereto (including sprinkler system, alarms, and electrical, gas and water service).
- 2) For all commercial buildings in the City, maintain a current information sheet detailing the owner/manager, telephone number[s] (home and office), address[es] (home and office), building age, construction type, fire flow needed, hydrant locations, and such other information as may be pertinent to the particular business operation or complex. This information shall be maintained in a current condition (annually) and shared with the City's Police Department and City Treasurer's office, as requested.
- 3) Review all building permit applications for the City and inspect construction projects in the City through course of construction for building/fire code compliance (plans, systems, materials), including on site meetings with building owner, architect, engineer and contractor(s) in conjunction with the City Building Department. All plan/permit review shall be completed in a prompt and timely manner. Plan/permit review shall be completed within five (5) business days for return to the City Building Department unless there are extenuating circumstances. Plan/permit review for large or complicated projects shall commence after receipt of all pertinent documentation within five (5) working days and continue with regular progress until completed.

4) The Fire District shall maintain a system for using pre-plans and inspection information in emergency response situations.

5) The Fire District shall cooperate and coordinate its operations with pertinent City departments, including regular meetings with affected department heads for that purpose, when requested, to provide services previously customarily performed by the City's fire department, including, but not limited to, the following:

**(a) Police Department:**

- (i) Cooperate and coordinate efforts in the investigation and prosecution of suspected arson cases.
- (ii) Standby to assist in enforcement of drug related activities (e.g., drug labs) and possible clean up of hazardous substances.
- (iii) Standby to assist in public safety related to building occupancy or crowd control.

**(b) Building Department:** Cooperate and assist in the building permit and construction phases for code compliance and safety related issues.

**(c) Public Works**

- (i) Consult with and provide technical/expert advice on fire protection fittings and valves.
- (ii) Consult with and provide information and advice on fire hydrant maintenance testing.
- (iii) Perform fire flow tests and maintain accurate records of the same.
- (iv) Assist with sand bagging, if necessary.
- (v) Assist in street cleaning when wash down or product pick up is needed for public safety.
- (vi) Assist with other miscellaneous activities when fire apparatus and/or equipment is suited to the purpose and personnel are available.
- (vii) Fill and maintain rescue air bottles.

**(d) Planning/Engineering:**

- (i) Review project development proposals, including environmental impact statements, for consideration and comment, when requested or when made a condition of approval.
- (ii) Review special event proposals when requested or when made a condition of approval.

(e) **Treasurer.** At no additional cost to the affected businesses, the Fire District shall provide such information as may be requested from time to time by the City Treasurer's Office relating to businesses or other commercial enterprises operated within the City. This may include review of business license applications.

(f) **Other Affiliated Services:** The Fire District shall:

(i) Conduct fire safety education programs and promotional tours of the City station for schools, scouting programs, day cares and other special groups on a reasonable basis, when requested, subject to its work time constraints.

(ii) Assist other City departments/agencies in the planning and carrying out of special events occurring in the City (including street wash-downs and clean-up approval).

(iii) Conduct fire prevention, safety and fire extinguisher classes at schools, nursing homes, and the Community Center on a reasonable basis, subject to its work time constraints. .

(iv) Manage and enforce compliance with the City's open burning regulations and standards.

8. **FIRE INVESTIGATIONS.** The Fire District shall investigate all fires occurring in the City, and maintain complete and accurate records of its fire investigations and all information gathered with respect thereto according to industry standards, including determination of cause. Cooperative procedures shall be developed and implemented with the City Police Department and legal staff for prosecution purposes.

9. **RECORD OF SERVICES / TIMELY PAYMENT OF COMPENSATION.**

A. **Records Requirements / Reports to City.** In connection with all services provided under this Agreement, the Fire District shall keep and maintain reasonably complete and accurate records and accounts related thereto which shall be available to the City during regular Fire District office work hours.

B. **Timely Payment of Compensation.** The parties understand it is critical the Fire District receive all compensation due from the City to it hereunder on a timely basis so the Fire District may meet its Agreement obligations as they arise. As a result thereof, and notwithstanding anything to the contrary in this Agreement, under no circumstances whatsoever, including the City's belief the Fire District is in breach of its obligations hereunder, shall the City

ever withhold any compensation owing from it to the Fire District under this Agreement until such time as any said compensation/breach issues have been legally and finally determined by the appropriate tribunal.

**10. CITY DEPARTMENTAL COOPERATION.** The Fire District shall cooperate and coordinate its operations with pertinent City departments, including meetings, as reasonably required, with affected department heads for that purpose, to provide those services previously customarily performed by the City's fire department.

**11. INDEMNIFICATION AND HOLD HARMLESS.** The Fire District shall hold harmless, defend, and indemnify, the City for all claims of liability and damages, arising out of or in connection with the Fire District's performance of this Agreement except for claims arising out of the sole negligence of the City or its employees, representatives, and/or agents.

**12. COMPENSATION.** For the year 2011, a determination shall be made of what the Fire District's tax revenues (fire and EMS) within the City would be for that year if the City were annexed into the Fire District. It is anticipated this sum will approximate \$912,000.00 (\$76,000.00 per month) for 2011. The City shall then compensate the Fire District this yearly compensation amount in twelve equal payments for the services provided the City by the Fire District under the terms of this Agreement, with each installment due on the 25<sup>th</sup> day of each month, for services provided during that month during the term of this Agreement. Any payment not made within ten (10) days of its due date shall accrue interest at the rate of twelve percent (12.00%) per annum, compounded monthly. The parties believe the above amount accurately reflects the expenses involved in providing the Fire District's services to the City identified herein. The parties further intend the amount agreed to herein shall reflect the amount the Fire District would receive if it were collecting the taxes on the City assessed value at the rate equivalent to the rate then prevailing in District 5, both the General Fire Levy and the EMS levy, and the parties agree the above sum will be adjusted accordingly each year during the term of this Agreement.

**13. CONTACT PERSONS.** During the term of this Agreement, the City and Fire District shall each designate a "contact person" and an "alternate contact person" whom the other

party shall be able to contact regarding implementation of this Agreement and any questions arising as a result hereof. The contact person designated by the Fire District or the alternate contact person shall be available to attend City Commission meetings to report to and/or answer and investigate questions posed by the City and also make himself or herself reasonably available, as requested by the City, to meet with City Commission members, and City department heads, including, but not limited to, treasurer, police, building, public works, engineering, planning and emergency management. The contact person or alternate designated by the City shall make himself or herself reasonably available to the Fire District, and, when requested, attend Fire District Commission meetings to report to and/or answer questions and investigate questions posed by the Fire District. The initial contact person for each party shall be the person designated by such party under the Prior Agreement.

**14. REASONABLE INTERPRETATION.** Prior to the execution of this Agreement, both parties have had adequate opportunity to review and contribute to its terms. This Agreement shall be provided a reasonable interpretation, which interpretation shall not be biased in favor of either party.

**15. NOTICES.** All notices called for herein shall be placed in writing and directed to the contact person for the other party by certified mail, return receipt requested. All notices shall be deemed received by the receiving party on the second business day after the day of mailing.

**16. TERMINATION OF OTHER SERVICE AGREEMENTS.** On the date this Agreement takes effect, all prior agreements existing between the City and the Fire District under the terms of which the Fire District has agreed to provide fire department services to all or a portion of the City shall be terminated; PROVIDED, HOWEVER, this Agreement shall not terminate or modify in any respect the mutual aid agreements the City has in effect at the commencement date of this Agreement with other fire departments, districts, or county wide mutual aid agreements or procedures until modified or renegotiated in the normal course of business by the City or Fire District. The City shall apprise the Fire District of all fire related mutual aid and other agreements currently in effect with other governmental entities, and the City hereby assigns to the Fire District all its rights and obligations under each said agreement.

17. **DISPUTE RESOLUTION.**

A. **Pre-Mediation/Arbitration Attempt at Settlement.** Before proceeding to mediation or arbitration as set forth herein, an aggrieved party who believes the other party is in breach of the terms hereof shall first notify the other party in writing of the exact nature of each alleged breach committed by that party. The party receiving the notice shall then be provided fifteen (15) days after receipt of the notice (thirty [30] days if the breach cannot be reasonably cured within fifteen [15] days) to cure the same or otherwise reach a written settlement agreement with the other party.

B. **Mediation.** If a dispute hereunder is not resolved pursuant to the provisions of the preceding paragraph, the parties agree to attempt resolution through non-binding mediation.

C. **Arbitration.** If mediation is unsuccessful, the parties agree to submit such dispute(s) to binding arbitration using one arbitrator in accordance with the rules then pertaining to Superior Court Rules of Mandatory Arbitration, except the arbitration shall be conducted under the auspices of the arbitrator rather than the Superior Court and shall not be subject to the monetary limitations or restrictions on issues dealing with equitable, rather than legal consideration. The arbitrator shall have full authority to fashion any monetary and/or equitable relief it deems appropriate so a full and complete resolution of all disputes may occur. The arbitration shall be commenced by delivery from one party to the other of a written demand for arbitration that shall include a detailed statement of the basis of the dispute. Within five (5) business days of the delivery of such demand, each party shall designate a representative. Those two representatives shall attempt to agree on the arbitrator. If, within ten (10) business days of the designation of the two representatives (or expiration of the time for designation of representative, whichever occurs first), the two representatives have failed to reach agreement on the arbitrator, then either party may on five (5) business days written notice, request the presiding department of the Mason County Superior Court designate the arbitrator. The arbitrator's fees shall be borne equally by the Parties during the course of the arbitration; however, the substantially prevailing party, if any in the arbitrator's opinion, shall be entitled to reimbursement of such fees paid, as well as reasonable attorney fees incurred, as part of the arbitration award

from the party who substantially loses. The award rendered by the arbitrator shall be filed in Mason County Superior Court with the Judgment resulting therefrom filed thereafter, all in accordance with the provisions of the Superior Court Mandatory Arbitration Rules. The decision of the arbitrator, or any portion thereof, may be appealed by an aggrieved party pursuant to the provisions of the Superior Court Mandatory Arbitration Rules.

**18. COOPERATION OF PARTIES.** The parties shall strive to cooperate with one another fully and at all times so the terms and intent of this Agreement may be fully implemented to the end that timely and quality services may be provided from the Fire District to the citizens of the City.

**19. COMPLETE AGREEMENT.** This Agreement represents the full and complete agreement between the City and Fire District regarding the matters contained herein. No other agreements either in written or verbal form are in existence. All amendments hereto shall be in writing and executed by both parties.

**20. AUTHORIZATION OF EACH PARTY.** Each party hereby represents to the other that it has duly considered and entered into this Agreement according to Washington law through its duly designated representatives at one of its regularly scheduled meetings. The City approved execution of this agreement at its City Commission meeting held on the 15 day of December, 2010, and the Fire District approved execution of this agreement at its Board of Commissioners meeting held on the 15 day of DEC 2010.

**21. EXECUTION IN COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties have signed this Agreement to evidence their mutual consents to the terms hereof.

**CITY OF SHELTON**

by:   
JOHN TARRANT, Mayor

DATE: 12-20-10

by:   
DAWN PANNELL, Commissioner

DATE: 12/20/10

by:   
MIKE BYRNE, Commissioner

DATE: 12-20-10

**ATTESTED TO:**

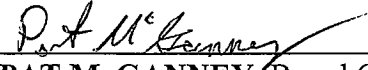
by:   
VICKI LOOK, CITY CLERK

DATE: 12/20/10

Not Notarized at  
time of recording



**MASON COUNTY FIRE PROTECTION DISTRICT NO. 5**

by:   
**PAT MCGANNEY, Board Chair**

DATE: 12/15/10

by:   
**TOM TAYLOR, Commissioner**

DATE: 12/15/10

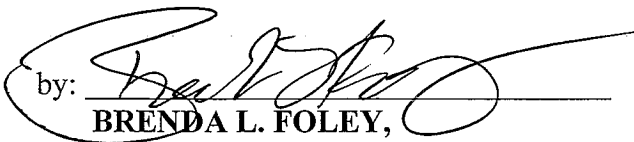
by:   
**CHUCK HUFF, Commissioner**

DATE: 12/15/10

by:   
**RICHARD A. KNIGHT, Fire Chief**

DATE: 12/15/10

**ATTESTED TO:**

by:   
**BRENDA L. FOLEY,**  
Fire District Secretary

DATE: 12-5-10

**Not Notarized at  
time of recording**