

**MASON COUNTY PUBLIC WORKS DEPARTMENT**  
**FIRE PROTECTION CONTRACT**

This agreement is made between Mason County, Washington, (the County) and Mason County Fire Protection District No. 11, ("District") for services to the Mason County Public Works Department ("Public Works").

WHEREAS, the District is organized and equipped to provide fire protection services and emergency medical services (EMS) within and in the vicinity of its boundaries, and Public Works and the County desire that the District provide such services to its property located within those boundaries. NOW THEREFORE;

1. Beginning on the date of approval by both parties hereto, the District shall provide fire protection services to property owned by Public Works, through the County, lying within the boundaries of the District.
2. In consideration for receiving fire protection and EMS services, Public Works, through the County, shall pay to the District the amount of \$6,400 annually for the period beginning January 1, 2010. The District will bill Public Works, through the County, any amounts due under this agreement on or before January 1 of each year.
3. This agreement shall be effective for an indefinite period. Either the District or Public Works, through the County, may cancel this contract upon giving 30 days written notice of intent to cancel.
4. It is understood that during the term of this agreement, the District may increase or decrease the amount required to furnish fire protection and EMS service to Public Works. The District will not change the amounts charged to Public Works, through the County, by any method different from the method used to change the amounts that it charges the other property owners receiving its services.
5. This agreement is made pursuant to RCW 39.34.080. Public Works and the District shall each perform all services and carry out all responsibilities under the terms of this agreement as independent agencies and neither shall by virtue of this agreement be considered an agent or an agency of the other.
6. The District and Public Works, through the County, shall indemnify and hold each other harmless from any loss, and from any causes of action, suits at law or equity or claims or damages for any liability of any nature due to the actions of the other arising from the operation of this contract.

7. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties.

**MASON COUNTY FIRE PROTECTION  
DISTRICT NO. 11**

**MASON COUNTY, WASHINGTON**

Ronald Butts 10-5-09  
Commissioner Date

Toni Sheldan 9/24/09  
Commissioner Date

Dennis 10-5-09  
Commissioner Date

Synda Ring Erickson 9/28/09  
Commissioner Date

Ray F Volk 10-5-09  
Commissioner Date

Ross Gallagher 9/23/09  
Commissioner Date

Charlie Butts 9/22/09  
Public Works Director Date