

Filed for and return to:

Chelan County Fire Protection District No. 1  
P. O. Box 2106  
Wenatchee, WA 98807

RECORDERS NOTE:  
RECORDED WITHOUT NOTARY  
AT CUSTOMER REQUEST

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s): Chelan - Douglas Public Transportation Benefit Area**  
**Grantee(s): Chelan County Fire Protection District No. 1**  
**Reference Number(s) of Documents Amended: N/A**  
**Abbreviated Legal Description: Lot 4, P & H Investment Company Short Plat #170, Chelan County, Washington**  
**Complete or Additional Legal Description attached as Exhibit "A" to Document.**  
**Assessor's Parcel Number(s): 232021440180**

AGREEMENT BETWEEN CHELAN-DOUGLAS PUBLIC TRANSPORTATION  
BENEFIT AREA AND CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1  
FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into by and between Chelan-Douglas Public Transportation Benefit Area (hereinafter "Link Transit") and Chelan County Fire Protection District No. 1 (hereinafter "Fire District") for the purposes of providing a payment for fire protection services in lieu of taxes.

WHEREAS, the Fire District provides fire protection services to Link Transit real property located within the Fire District and described in Exhibit "A" to this Agreement; and

WHEREAS, RCW 52.30.020 provides that Link Transit shall contract with the Fire District for fire protection services necessary for the protection and safety of personnel and property of Link Transit pursuant to the provisions of Chapter 39.34 RCW, The Interlocal Cooperation Act; and

WHEREAS, the Fire District and Link Transit have negotiated the terms of this Agreement and believe the same to be in the best interests of each Party, now, therefore,

THE FIRE DISTRICT AND LINK TRANSIT AGREE AS FOLLOWS:

1. The term of this Agreement shall commence on the 1st day of July, 2012, and continue until terminated in accordance with other provisions of this Agreement.

2. This Agreement may be terminated by either party upon 180 days prior written notice to the other Party of the intent to terminate. Termination by either Party pursuant to this provision shall not relinquish the terminating Party's responsibility to contract for fire protection services as required by law, now or in the future.

3. This Agreement shall be terminated immediately upon the effective date that the Link Transit property described in Exhibit "A" to this Agreement is no longer a part of the Fire District. Under current state law, an event which could cause this to occur would be annexation of the Link Transit property into an incorporated city that has not been fully annexed into and become a part of the Fire District.

4. During the term of this Agreement, the Fire District shall provide fire protection services necessary for the protection and safety of personnel and property of Link Transit located at 2700 Euclid Avenue near the City of Wenatchee, in Chelan County,

Washington, and legally described in Exhibit "A" attached to this Agreement. The level of services provided to Link Transit by the Fire District shall be the same level of services the Fire District provides to other individuals and properties located within the Fire District.

5. In exchange for the fire protection services provided by the Fire District to Link Transit, Link Transit agrees to pay the Fire District annually the amount the Fire District would receive pursuant to the Fire District levy rate in the event the Link Transit property that is the subject of this Agreement were privately owned and taxed accordingly. For the first year of this Agreement, from July 1, 2012 through June 30, 2013, Link Transit shall pay the Fire District the sum of \$7,004.71, which sum shall be paid in full on or before January 31, 2013. This amount is calculated based upon the Chelan County Assessor's Office assessed value of the Link Transit real property described in Exhibit "A" of \$5,188,522 and based upon the Fire District levy rate of \$1.35004 per \$1,000 of assessed value. Following the first year of this Agreement, the annual Link Transit payment to the Fire District shall be made on or before August 1 of each year during the term of this Agreement.

6. The Chief of the Fire District and the Administration Manager of Link Transit shall be Co-Administrators of this Agreement.


7. This Agreement shall be construed in accordance with applicable laws of the state of Washington. If any provision of this Agreement violates any statute, rule of law, or constitutional provision of the state of Washington, this Agreement shall be considered modified to conform to that statute, rule of law, or constitutional provision.

8. This Agreement may be amended only by a written agreement executed by both Parties.


9. If a dispute arises concerning the terms or operation of this Agreement, the matter may be resolved by litigation, the venue for which shall be in Chelan County Superior court.

10. This Agreement shall be filed with the Chelan County Auditor.

APPROVED by the Board of the  
Chelan-Douglas Public Transportation  
Benefit Area at an Open Public  
Meeting on the 19<sup>th</sup> day of  
June, 2012.

  
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Dale Snyder, Board Chair

APPROVED by the Board of Commissioners  
of Chelan County Fire Protection District  
No. 1 at an Open Public Meeting on the  
22 day of June, 2012.

  
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Mike Compton, Board Chair

## **EXHIBIT "A"**

Lot 4, as described in and delineated on P & H Investment Company Short Plat #170, according to the short plat thereof, recorded April 8, 1976, under Auditor's No. 758880 in Chelan County, Washington.