



Pierce County
FIRE PROTECTION DISTRICT NO. 17
5403 340th Street East
Eatonville, WA 98328
HQ 253-847-4333
FAX 253-262-3182

BSD Tracking No.
1819-5076



FIRE PROTECTION CONTRACT

THIS CONTRACT is between **PIERCE COUNTY FIRE PROTECTION DISTRICT NO.17**, hereinafter referred to as the “**DISTRICT**”, and **BETHEL SCHOOL DISTRICT**, an agency of the State of Washington, hereinafter referred to as “**BSD**”.

The District is organized and equipped to provide fire protection services to improvements and facilities within its boundaries, and BSD desires that the District provide such protection to the lands, buildings, and equipment owned by BSD within the boundaries of Pierce County Fire Protection District No.17 (a/ka South Pierce Fire and Rescue District No.17).

THEREFORE, in accordance with Chapter 52.30.020 and 52.12.031 of the Revised Code of Washington;

1. The District shall furnish fire protection to all lands, buildings, and equipment known as the ROY ELEMENTARY SCHOOL facilities located near Roy within Pierce County, Washington, within the boundaries of the District.
2. The fee for the period **January 1, 2019 to December 31, 2019** shall be **\$426.02**. The fee is based of \$ **1.19** per student. The official student headcount as of October is **358**. Payments thereafter shall be on a calendar basis each November. The District shall be entitled to increase the amount in accordance with any increase allowed by the State of Washington on a per student basis. All payments shall be made directly to the District unless the District indicates payment shall be made to the treasurer of the county of jurisdiction.
3. This contract shall run and extend for an indefinite period. No payment shall be made which exceeds the amount identified in item # 2 above, without a fully executed amendment to this contract signed by both parties, prior to payment.
4. Either party giving a ninety (90) days written notice of their intent to cancel shall cancel this contract.
5. The parties each agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents and employees from any and all claims, costs, damages and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this contact.
6. For the purpose of RCW 39.34.030(4)(a), the District is designated administrator of this contract.



7. This document contains the entire agreement between the parties, and no statement, promise, representation, inducement or agreement made by BSD or its agents or employees that are not contained in this written agreement shall be valid, binding or enforceable. By signature below, the parties warrant that they have read and understood the agreement and agree to be bound by its terms.

EXECUTED this 15th day of October, 2018.

PIERCE COUNTY FIRE PROTECTION DISTRICT NO.17

Kathy Kadow
Chair Kathy Kadow

Olivia Werner
Commissioner Olivia Werner

Jody Westing
Commissioner Jody Westing

John Christian
Commissioner John Christian

Kevin Kneeshaw
Commissioner Kevin Kneeshaw

Summer Miller
ATTEST: Summer Miller
District Secretary

BETHEL SCHOOL DISTRICT

DATED: 2018/10/15

[Signature]
Board Secretary

Brenda Rogers
Board President VP