

AGREEMENT FOR PROVISION OF SCBA AIR

THIS AGREEMENT, made and entered into this 12 day of May, 2003,
by and between Lewis County Fire District #13, hereinafter referred to as "Agency", and
the **CITY OF CHEHALIS, WASHINGTON, POLICE AND FIRE SERVICES DIVISION**,
hereinafter referred to as "Chehalis",

WITNESSETH:

WHEREAS, Agency is desirous of having Chehalis provide air for individual SCBA
bottles to enhance the air user program of Agency; and

WHEREAS, Chehalis has the capability of filling all of the air needs of Agency, together
with the required testing of said equipment which are used in provision of air; and

WHEREAS, it is the desire of the parties to enter into an agreement to set forth the terms
of the provision of said service by Chehalis to Agency; now, therefore,

IN CONSIDERATION of the above referenced recitals and other good and valuable
consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as
follows:

1. For a period of five (5) years from the date of this Agreement, Chehalis shall
provide to Agency a service of filling all air reservoirs to provide SCBA air to said Agency. This
Agreement shall extend from year to year hereafter unless either party give the other thirty (30)
days' written notice of their termination hereof.
2. Agency shall pay to Chehalis the sum of Two Hundred Dollars (\$200.00) for the
annual service provided, which payment shall be made annually from Agency to Chehalis.

Ninety (90) days prior to the expiration of this Agreement, both parties agree to negotiate rates for the next agreement period.

3. Agency shall provide to Chehalis all cylinders for provision of air services. Chehalis shall fill the cylinders and provide all SCBA air needs to Agency as requested.

4. Chehalis shall be responsible and shall conduct all hydro testing on the Cascade System cylinders when required by law. In addition, Chehalis shall forward all air quality testing information to Agency for Agency's needs in meeting testing requirements.

5. The provision of services shall be available twenty-four (24) hours a day upon request. Upon termination of this Agreement, Chehalis shall owe Agency no further responsibility under the terms of this Agreement and Agency shall remove all Agency-owned equipment from the Chehalis facility within fifteen (15) days.

6. Chehalis warrants that it will provide the service as requested, using equipment currently available to Chehalis. Each party agrees to indemnify and hold the other harmless from any and all claims arising out of the actions, inactions, or negligence of the parties hereto, their agents, employees, and independent contractors, and agrees that neither party shall have the right to file suit against the other for actual or perceived breaches of this Agreement.

EXECUTED IN DUPLICATE on the date and year first above written.

LEWIS COUNTY FIRE DISTRICT #13

By David Lunn
Its Chairman

AGENCY

**CITY OF CHEHALIS, WASHINGTON,
POLICE AND FIRE SERVICES DIVISION**

By Donald A. Brown
Its Acting Chief

CHEHALIS