

CHEHALIS CITY COUNCIL AGENDA
 CITY HALL
 350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Terry F. Harris, District 1, Mayor Pro Tem Daryl J. Lund, District 2 Dr. Isaac S. Pope, District 4	Anthony E. Ketchum Sr., District 3 Mayor	Dennis Dawes, Position at Large Chad E. Taylor, Position at Large Bob Spahr, Position at Large
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Regular Meeting of Monday, April 8, 2013

6:00 p.m.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
1. <u>Call to Order.</u> (Mayor)		
2. <u>Pledge of Allegiance.</u> (Mayor)		

CITIZENS BUSINESS		
This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.		

PROCLAMATION / PRESENTATIONS		
3. <u>Proclamation – Declaring April 7-13, 2013, as Barbershop Harmony Week.</u> (Mayor)	---	
4. <u>Proclamation – Declaring April as Sexual Assault Awareness Month.</u> (Mayor)	---	

SPECIAL BUSINESS5. Providing Mobile Services to Local Veterans. (Mark Buckler – Vet Center)

CONSENT CALENDAR6. Minutes of the Regular Meeting of March 25, 2013. (City Clerk)

APPROVE

1

7. Vouchers and Transfers. (Finance Manager)

APPROVE

3

8. Resolution No. 07-2013, First and Final Reading – Surplus of city property. (City Clerk)

APPROVE

4

ADMINISTRATION AND CITY COUNCIL REPORTS9. Administration Reports.10. Council Reports.

a. Councilor reports. (City Council)

INFORMATION ONLY

b. Council committee reports. (City Council)

INFORMATION ONLY

NEW BUSINESS11. Authorize City Manager to Execute Interlocal Agreement between the city and Riverside Fire Authority for Fire Administration and Management. (City Manager)AUTHORIZE CITY MANAGER TO
EXECUTE INTERLOCAL
AGREEMENT

9

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON
OTHER ITEMS NOT LISTED ON THIS AGENDA****NEXT REGULAR CITY COUNCIL MEETING WILL BE ON MONDAY, APRIL 22, 2013**

March 25, 2013

The Chehalis city council met in regular session on Monday, March 25, 2013, in the Chehalis city hall. Mayor Ketchum called the meeting to order at 5:30 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, Chad Taylor, and Dennis Dawes. Staff present included: Merlin MacReynold, City Manager; Bill Hillier, City Attorney; Judy Schave, City Clerk; Herta Fairbanks, Public Works Director; and Dennis Osborn, Community Development Director.

1. **Executive Session.** Mayor Ketchum announced the council would be in executive session pursuant to RCW 42.30.110(1)(i) – potential litigation for approximately 30 minutes and there would be no decision following conclusion of the executive session.

Mayor Ketchum closed the executive session at 6:07 p.m. and announced the council would take a two minute recess before opening the regular meeting at 6:09 p.m. Additional staff included: Glenn Schaffer, Police Chief; Eva Lindgren, Finance Manager; Peggy Hammer, Human Resources Administrator; and Becky Fox, Court Administrator. Members of the media included Kyle Spurr from *The Chronicle*.

2. **Consent Calendar.** Councilor Dawes moved to approve the consent calendar comprised of the following:

a. Minutes of the special meeting of March 4, 2013, and the regular meeting of March 11, 2013; and

b. Claim Vouchers No. 105510-105591 and Electronic Funds Transfer No. 12013 in the amount of \$69,576.50 dated February 28, 2013; Claim Vouchers No. 105592-105721 in the amount of \$171,314.37 dated March 15, 2013; and Payroll Vouchers No. 36348-36406, Direct Deposit Payroll Vouchers No. 3817-3893, and Electronic Federal Tax Payment No. 120 in the amount of \$667,302.54 dated February 28, 2013.

The motion was seconded by Councilor Spahr and carried unanimously.

3. **Administration Reports.**

a. **February Financial Report.** Finance Manager Eva Lindgren reported on the general fund, adding there were some variances in the finance department and the community development department that didn't include any notes.

Ms. Lindgren stated, with regard to the finance department, a budget amendment was done in 2012 to pay for the capital asset software finalization; however, they didn't receive a bill until after the year ended. She noted she planned to bring back another budget amendment to take care of the issue.

Ms. Lindgren reported there was also a large variance in community development with the retirement of Bob Nacht at the beginning of the year. She noted considerable leave accruals attributed to the large cashout at the time of his retirement.

Ms. Lindgren reported on the latest results for sales and use tax revenues, noting the city was up 9.8 percent for the month-to-month comparison, and 10.9 percent for the quarter.

b. **Update on City Wellness Program.** Wellness Committee Chair Becky Fox reported the employee committee met on March 7 to first set up some priorities. She noted the first project was to distribute the "Needs and Interest" survey, noting there was still time for people, including the council, to turn those back in.

Ms. Fox talked briefly about the "Health Screening" coming up on April 11, at the V.R. Lee Building from 7:30 - 11 a.m. She noted any employee who is part of the Association of Washington Cities (AWC) Trust and their spouses are welcome to participate in the screening. Ms. Fox stated information on how to register on-line would be provided with the March payroll checks. She noted they plan to provide some healthy snacks for those who participate in the health screening.

Ms. Fox felt they were off to a good start, adding they had 49 of the 90 points needed to achieve their first award. She hoped to have some good activities planned for later in the year and would keep the council up to date.

March 25, 2013

4. Council Reports.

a. **Update From Councilor Dawes.** Councilor Dawes reported their last Regional Fire Authority meeting was cancelled because they were still gathering information regarding the plan. He noted their next meeting was scheduled in April, and one of the items they would be talking about is a governance model for the functional consolidation.

Councilor Dawes reported it was going to take some time to make sure everyone is trained to work together and operate as one department. He noted the functional consolidation would start around May or June of this year.

Councilor Dawes reported he attended the Business After Hours at the KITI/Live 95 Radio Station, along with Councilor Spahr and Mayor Ketchum. He stated KITI was always one of the nicer places to visit.

b. **Update From Councilor Harris.** Councilor Harris reported he received a call from AWC asking him to meet in front of Senator Braun's Committee on House Bill 1253 concerning lodging tax. He stated there is also a Senate bill going through with different language, adding either one would be fine for the city.

Councilor Harris reported it was very important to keep the current legislation from sunseting with regard to how the money can be spent. He stated both bills include the two things they really need, which are flexibility and operations. He noted if the legislation does sunset the money can only be used for marketing and promotion.

Councilor Harris reported there were a number of hoteliers present who were in favor of letting it sunset because they believe the money should simply go towards promotion. He noted there were some people from East Lewis County at the meeting who were having trouble with the House bill because it included the moniker of "local traveler." Councilor Harris reported the city tries to advertise at least 50 miles away to draw people in to put "heads-in-beds," as well as for shopping, eating and purchasing fuel.

Mayor Ketchum reported he heard that Senator Braun's bill was a little more restrictive than the House bill.

Councilor Harris stated it was; however, there were still some things within it that we can utilize. He noted the one big thing it didn't have was language related to "local traveler." Councilor Harris stated he and others tried to impress that the state shouldn't have as heavy a hand in it; that it should be for local opportunities, which was the design of the law when first written.

Councilor Harris felt they could live with the Senate bill, but he attended the hearing to support the House bill.

Councilor Dawes asked if both bills would allow us to continue to do what we're doing.

Councilor Harris stated the House bill would, but the Senate bill would be a little touchier. He noted apparently Senator Braun believes we can contract through some of the entities, which is how the funding could be given to them. Councilor Harris didn't know if Senator Braun completely understood the nuances of who we can and cannot contract with, and for what purpose.

There being no further business to come before the council, the meeting adjourned at 6:23 p.m.

Mayor

Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of March 25, 2013.

CITY OF CHEHALIS
AGENDA REPORT

DATE: March 29, 2013
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager *EL*
PREPARED BY: Michelle White, Accounting Tech II *MW*
SUBJECT: Vouchers and Transfers *MW*

ISSUE

Council approval is requested of the following financial transactions:

Claim Vouchers No. 105722 through 105821 and Electronic Funds Transfer No. 22013 in the amount of \$86,515.17 dated March 29, 2013 and the transfer of \$36,802.71 from the General Fund, \$2.09 from the Garbage Fund, \$18,344.76 from the Wastewater Fund, \$26,186.26 from the Water Fund, \$3,983.85 from the Storm & Surface Water Utility Fund and \$1,195.50 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the March 29, 2013 Claim Vouchers No. 105722 through 105821 and Electronic Funds Transfer No. 22013 in the amount of \$86,515.17.

SUGGESTED MOTION

I move to approve the March 29, 2013 Claim Vouchers No. 105722 through 105821 and Electronic Funds Transfer No. 22013 in the amount of \$86,515.17.

Reviewed by: *M. Lindgren*, City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

Date: April 1, 2013
To: The Honorable Mayor and City Council
From: Judy Schave, City Clerk
Subject: Resolution No. 07-2013 - Surplus Property

ISSUE

Various departments have certain property that is no longer used or needed. State law requires that property must first be declared surplus by the city council before being sold or disposed of.

DISCUSSION

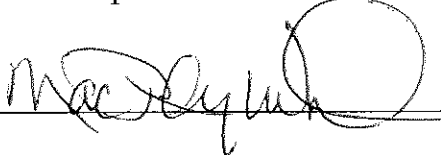
A resolution has been prepared for the council's consideration. Most of the surplus items will be sold by public auction.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council adopt Resolution No. 07-2013 on first and final reading.

SUGGESTED MOTIONS

I move that the council adopt Resolution No. 07-2013 on first and final reading.

REVIEWED BY:  _____, City Manager

RESOLUTION NO. 07-2013

A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON, DECLARING PERSONAL PROPERTY OF THE CITY OF CHEHALIS TO BE SURPLUS AND OF NO FURTHER USE TO THE CITY, AND DIRECTING THE SALE AND DISPOSITION THEREOF.

THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. The following described personal property of the city of Chehalis, Washington, a municipal corporation, shall be, and the same hereby is, declared to be surplus and no longer of necessary use.

- 1. See Exhibit "A" Attached**

Section 2. The personal property described herein in shall be disposed of by the City Manager.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 8th day of April, 2013.

Mayor

Attest:

City Clerk


Approved as to form and content:

City Attorney

DESCRIPTION	DEPT	MILEAGE	CITY ID	MODEL	VIN NUMBER / SERIAL NO.	COMMENTS
Two drawer file cabinet letter size	PUBLIC WORKS					
Two drawer letter/legal size file cabinet	PUBLIC WORKS					
Wood Printer cabinet	PUBLIC WORKS					
Two drawer Rubbermaid storage container	PUBLIC WORKS					
Desk file holders (3)	PUBLIC WORKS					
Office Chairs (4) well used	PUBLIC WORKS					
Banquet Chairs (37) well used	PUBLIC WORKS					
SCVA breathing apparatus small tank	WATER					
1980 GMC 7000 boom truck	WATER	15,385			T17DEAV595208	blown head gasket
1989 Chevrolet C-1500 4x2	WATER	133,203			1GCDC14Z8KZ236336	runs
Wood stain 24-five gallon pails	Comm Development					No use
2000 21" Toro Commercial Mower	Comm Development				#9901061	runs
1994 Sthl Weedeater	Comm Development		#40079		#26855147	Non-working
1996 Shindaiwa Weedeater	Comm Development			S230	#4066708	Non-working
1998 John Deere Weedeater	Comm Development				#JS3250557	Non-working
(2) Tool Boxes for PU Bed 36"Lx10"Wx20"D	Comm Development					
White fiberglass canopy (fits S10 truck 6' bed)	Comm Development					
White fiberglass canopy (fits S10 truck 6' bed)	Comm Development					
1996 small 4 tined tiller w/weedeater engine	Comm Development			Homelite	#HQ3380456	runs
1998 Ford Crown Victoria	Comm Development	122,742	Lic #19460D		#2FAFP1W2WX130346	runs
(10) Steel "Bailey Bridge" beams - 5'H x 10'L	Comm Development					
Table w/rollers (particle board) 20" x 16" x 12"	Comm Development					
Table (particle board) 30" x 46"	Comm Development					
Bookshelf (particle board) 28" x 12" x 72"	Comm Development					
Computer table w/folding legs 30" x 48"	Comm Development					
Plastic file sorter cart on casters	Comm Development					
Metal desk w/wood top 3' x 6'	Comm Development					
Desk w/hutch (particle board) 26" x 66"	Comm Development					
Wood desk 32" x 60"	Comm Development					
Metal desk w/particle board top 30" x 60"	Comm Development					
Metal table w/particle board top 30" x 38"	Comm Development					
Wood table 24" x 48"	Comm Development					
Desk return (particle board) 20" x 48"	Comm Development					
(2) Metal desk returns w/particle bd top 24" x 48"	Comm Development					
Desk hutch 12" x 48"	Comm Development					
(3) desk tops/returns 24"x 48" (particle board)	Comm Development					
Table top (particle board) 28" x 48"	Comm Development					

CITY OF CHEHALIS

AGENDA REPORT

TO: The Honorable Mayor and City Council
FROM: Merlin G. MacReynold, City Manager 
DATE: April 8, 2013
SUBJECT: Interlocal Agreement between the City of Chehalis and the Riverside Fire Authority for Fire Chief Administrative and Management Services

ISSUE

Fire Chief Kelvin Johnson has announced his retirement from the City of Chehalis Fire Department (City) effective April 24, 2013. Due to the current functional consolidation efforts with the Riverside Fire Authority (RFA), the city manager recommends executing an interlocal agreement with the RFA to provide fire chief administrative and management services for the City on a contractual basis.

DISCUSSION

The scope of the Agreement, in essence, would authorize the RFA to provide administrative and management services to the City by utilizing the RFA Fire Chief via a contractual basis to provide those services that are reasonably necessary to assist the City with administrative functions for the City, including budget development, financial management, personnel management, and collective bargaining.

The Fire Chief would provide those services necessary to direct, control and support City operations including, but not limited to, fire suppression, fire protection and prevention, hazardous material response, rescue response, and basic life support emergency medical services.

The Fire Chief will report to the City Manager with respect to the operations of the City Fire Department. The City Manager and Fire Chief will develop regular reporting procedures. It is expected that the Fire Chief or designee will provide periodic reports and attend staff, council and other meetings as deemed necessary by the City Manager.

During the term of this agreement, the Authority and the City will share the salary and associated benefits for the Fire Chief position equally (50%) by each party. Any subsequent modifications to salary and benefits will be shared equally.

RECOMMENDATION / COUNCIL ACTION DESIRED

The administration recommends that the council authorize the city manager to execute the proposed interlocal agreement between the City and the RFA for the purpose of providing Fire Chief Administrative and Management Services.

SUGGESTED MOTION

I move that the council authorize the city manager to execute the attached interlocal agreement between the City and RFA for the purpose of providing Fire Chief Administrative and Management Services.

INTERLOCAL AGREEMENT FOR FIRE CHIEF ADMINISTRATION AND MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the **RIVERSIDE FIRE AUTHORITY**, a Washington municipal corporation (the "Authority") and the **CITY OF CHEHALIS**, a Washington municipal corporation, (the "City").

WHEREAS, the City of Chehalis and the Riverside Fire Authority want to improve the efficiency and effectiveness of their fire suppression and protection services and emergency medical response services through a regional delivery system; and,

WHEREAS, the City of Chehalis and the Riverside Fire Authority may desire to functionally consolidate the operations of their fire departments within a time frame to be determined; and,

WHEREAS, the City of Chehalis and the Riverside Fire Authority have determined that the entities may, from time to time, enter into supplemental agreements with each other for the purpose of establishing, partnerships such as for example, fire code management services for the City of Chehalis.

WHEREAS, the City of Chehalis and the Riverside Fire Authority are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into an inter-local cooperation agreement which allows the City of Chehalis and the Riverside Fire Authority to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City of Chehalis and the Riverside Fire Authority hereto agree as follows:

Section 1. Definitions

1.1 Definitions. The following definitions shall apply throughout this Agreement.

1. City: This term connotes the municipality of Chehalis.
2. City Personnel: Employees of the City of Chehalis working within the Chehalis Fire Department.
3. City Fire Department: City of Chehalis Fire Department.
4. Authority: The Riverside Fire Authority
5. Fire Chief: The Fire Chief of the Riverside Fire Authority.

Section 2. Services Provided

2.1 Services provided by the Authority. The Authority agrees to provide administrative and management services to the City Fire Department by utilizing the Riverside Fire Authority Fire Chief via a contractual basis to provide those services that are reasonably necessary to assist the

City with administrative functions for the City Fire Department, including budget development, financial management, personnel management, and collective bargaining.

2.1.1 The Fire Chief shall provide those services necessary to direct, control and support City Fire Department operations including, but not limited to, fire suppression, fire protection and prevention, hazardous material response, rescue response, and basic life support emergency medical services.

2.1.2 The Fire Chief, while remaining an employee of the Authority, shall be designated the City's Fire Chief and Fire Marshal for purposes of statutes and certain City codes or ordinances, including, but not limited to the City's ordinance adopting the International Building Code, which includes the International Fire Code.

2.1.3 The parties will continue to operate within the guidelines and deliverables via the Inter-local Agreement to provide fire code inspections and enforcement services to the City.

2.2.2 The City shall be responsible for and shall continue to provide accounting, payroll and human resources support for the City Fire Department.

Section 3. Employment

3.1 Fire Chief Position Cost Sharing. During the term of this agreement, the Authority and the City will share the salary and associated benefits for the Fire Chief position equally (50%) by each party. Any subsequent modifications to salary and benefits will be shared equally.

3.2 Invoicing and Payment. The Authority shall invoice the City for payment of such services on a monthly basis in accordance with subsection 3.1 of this Agreement.

3.3 Supervision and Assignment. City Personnel shall be supervised and be under the direction and control of the Fire Chief in the performance of their duties.

3.4 Indemnification Regarding City Personnel Claims. The City shall indemnify, defend and hold the Authority harmless from any and all demands, claims or actions by City Personnel, which arise out of, or relate to, events that occurred prior to the effective date of this Agreement.

3.5 Authority and Responsibility of the Fire Chief. Subject to the terms of this Agreement, the Fire Chief shall have management authority over the City Fire Department, including but not limited to the following:

- a.) Day to day operations
- b.) Employee responsibilities
- c.) Staffing
- d.) Station apparatus assignment

e.) Allocation of resources

f.) Personnel management including discipline in accordance with City policy, procedure, collective bargaining agreements, and/or civil service rules and regulations.

g.) Implementation of the City fire budget with expenditure authority consistent with City policy and procedure.

h.) Implementation of policies and procedures.

i.) All other duties and responsibilities heretofore falling within the job description or job requirements of the City's Fire Chief. Contract subject to minimum requirements of Council-Manager Plan of Government as set forth in RCW 35A.13.080.

Section 4. Reporting and Representation

4.1 Oversight. The Authority and the City shall consult with each other at regular intervals with respect to the provision of Services under the terms and conditions of this Agreement. The elected officials of the Authority and the City shall meet at least annually to review this agreement and discuss any necessary amendments to this Agreement.

4.2 Reporting. The Fire Chief shall report to the City Manager with respect to the operations of the City Fire Department. The City Manager and Fire Chief will develop regular reporting procedures. The Fire Chief or designee will provide periodic reports and attend staff, council and other meetings as deemed necessary by the City Manager.

4.3 Personnel Action. In the event the Fire Chief proposes to take a personnel action, respond to a grievance, or obligate City funds for a purpose not anticipated in the City Fire Department's budget, the City Manager's written approval must be received prior to taking such action.

4.4 Representation. The Authority shall represent the City on intergovernmental boards or on matters involving the City Fire Department as deemed necessary by the City Manager. The City reserves the right to represent itself in any matter in which the interests of the City and the Authority are not mutual.

Section 5. Assessment of Proceeding to Full Functional Consolidation

5.1 Assessment. It is the intent of the parties to assess the effectiveness of this Agreement to determine the viability of future collaboration and consolidation between the parties. The viability of full functional consolidation will be measured by value-added service delivery, community acceptance, efficiency and cost effectiveness.

Section 6. Term of the Agreement

6.1 Term. This Agreement shall be effective on _____, 20__ and shall continue in effect until _____, 20__, unless terminated earlier as provided herein or extended by mutual agreement of the parties.

6.2 Termination. This Agreement may be terminated by either party with six months written notification after _____, 20__.

Section 7. City and Authority Are Independent Municipal Governments

7.1 City and Authority are Independent Municipal Governments. The parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided within the geographical boundaries of the Authority and the City.

Section 8. Insurance

8.1 Hold Harmless Regarding Employment Claims. Each party agrees to hold harmless the other Party, its officers, officials, employees and volunteers from any and all claims, lawsuits, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of personnel or employment claims and/or related lawsuits brought by such party's employees which arise out of, or relate to, events that occurred after the effective date of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

8.2 Indemnification. Except as to claims and lawsuits described in section 9.2, claims arising as a result of the breach of this Agreement by the City, and claims arising as a result of events beyond the control of the Authority of a force majeure nature, which shall include, without limitation, acts of God, strikes, lockouts, acts of public enemies, order or restraints of the United States of America, the State of Washington, or their respective departments, agencies or officials, insurrections, riots, volcanic eruptions, earthquakes, storms, droughts, floods, explosions or acts or occurrences of a similar nature that is beyond the control of the Authority, the Authority shall hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal claims, lawsuits, cost of defense and litigation including reasonable attorney fees and expert witness fees, losses and judgments arising out of any claims, liability events or occurrences related to the performance or failure to perform the fire defense services and/or emergency medical response services contemplated by the parties in this agreement if such liability occurrence, event or omission occurs after the effective date of this agreement. The hold harmless, indemnification and defense obligations and provisions of this section of the agreement shall survive the expiration or termination of this agreement as to any liability event, occurrence or omission which occurred in whole or in part during the period of time this agreement was in force.

Section 9. Miscellaneous

9.1 Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the parties agree to participate in a formal mediation process prior to pursuing any legal action. In the event that the dispute is not resolved through a formal mediation process, resolving that dispute, difference, or claim shall be by filing suit exclusively under the venue, rules, and jurisdiction of the Lewis County Superior Court, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

9.2 Notices. All notices, demands, requests, consents and approvals which may, or are required to be, given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Riverside Fire Authority:

Riverside Fire Chief
1818 Harrison Avenue
Centralia, WA 98531

The City:

Chehalis City Manager
350 N. Market Boulevard, Room 101
Chehalis, WA 98532

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

9.3 No Benefit to Third Parties. This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

9.4 Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

9.5 Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

Dated this _____ day of _____, 20__.

RIVERSIDE FIRE AUTHORITY

By:

Commissioner

By:

Commissioner

By:

Commissioner

Attest:

Authority Secretary

CITY of CHEHALIS

By:

City Manager

Attest:

City Clerk

By:

Commissioner

By:

Commissioner

By:

Commissioner

