

AGREEMENT FOR FIRE SUPPRESSION SERVICES

City of Clark Fork
110 East Third Avenue
P.O. Box 10
Clark Fork, ID 83811

This agreement for Fire Suppression Services, hereinafter referred to as "AGREEMENT" is made and entered into this ____ day of _____, 2018, by and between the City of Clark Fork, a municipal corporation duly organized pursuant to the laws of the State of Idaho, hereinafter referred to as "CITY", whose primary address is 110 East Third Avenue, P.O. Box 10, Clark Fork, Idaho 83811, and

hereinafter referred to individually or collectively as "PROPERTY OWNER/LESSEE" whose property legal description (REQUIRED, but may provide on an attached sheet) is:

and whose primary physical address based on the Bonner County addressing system is:

and whose mailing address is: _____
_____.

WITNESSETH

WHEREAS, the CITY is a municipal corporate body of the State of Idaho and is authorized to contract and be contracted with under the Idaho Code Section 50-301; and,

WHEREAS, the Clark Fork Fire & Rescue Department is a Subdivision of the CITY and provides fire suppression services and other related activities through the use of volunteer firefighters to the PROPERTY OWNERS/LESSEES within the CITY boundaries; and,

WHEREAS, the PROPERTY OWNER/LESSEE owns, rents or leases certain real property outside the boundaries of the CITY

NOW THEREFORE, for value received and in consideration of the terms set forth herein, it is understood and agreed that the CITY shall provide fire suppression services through the Clark Fork Fire & Rescue Department to the following described real property owned or leased by the PROPERTY OWNER/LESSEE, according to the following terms:

1. **BASIC SERVICES:** The fire suppression efforts provided by the CITY pursuant to this AGREEMENT shall be the level of fire suppression services provided to property owners within the boundaries of the CITY and shall be secondary to the provisions of fire services

within the CITY limits. It is understood by the PROPERTY OWNER/LESSEE that there are certain limitations with the CITY and its ability to provide fire suppression services, which include but are not necessarily limited to the availability of water, staffing by volunteer firefighters, and relatively long distances between the property protected and the CITY fire station located within the CITY boundary.

2. **PERFORMANCE:** The personnel used by the CITY to perform fire suppression services or site inspections shall remain under the jurisdiction and control of the CITY while rendering these services. Such personnel shall not be deemed to be employees or independent contractors of the PROPERTY OWNERS/LESSEE.

3. **INSPECTIONS:** Service shall not be provided to PROPERTY OWNER/LESSEE by the CITY until such time as an inspection is made by authorized personnel of the CITY regarding wildfire defensible space, quality of ingress and egress (roads or driveways, radius of curves, road gradient, road width, gate access), posting of approved 4" high address numbers (at driveway entrance if driveway is longer than 100 feet -or- on residence if driveway is less than 100 feet long and visible from road), location of LPG containers, LPG and power provider notification information and fire apparatus maneuvering space. Completed inspection forms shall be attached as addenda to the AGREEMENT. By executing this AGREEMENT, the PROPERTY OWNER/LESSEE certifies that the inspection data provides a complete description of the improvements on the PROPERTY including a complete listing of all flammable, explosive, or hazardous materials located or stored on the property. The PROPERTY OWNER/LESSEE certifies that this listing shall be kept current and any changes shall be promptly reported in writing to the Clark Fork Fire & Rescue Department. In the event the PROPERTY OWNER/LESSEE fails to keep current the listing of the above items, the PROPERTY OWNER/LESSEE shall be responsible to the CITY for damages, loss, or extra expense suffered by the CITY as a result of such failure by the PROPERTY OWNER/LESSEE.

4. **COMPENSATION:** In consideration of the CITY AGREEMENT to provide fire suppression service, the PROPERTY OWNER/LESSEE shall pay, in advance, the annual sum due as set by CITY Resolution and invoiced accordingly. This annual sum will be prorated to October 1st the first year the AGREEMENT is signed. As rates, charges and fees are subject to change, the CITY may review the rate schedule periodically and make the changes it deems necessary but these changes will not become effective until the beginning of the next CITY fiscal year. After payment is made, the CITY will provide a Certificate of Coverage to the PROPERTY OWNER/LESSEE.

5. **REFUNDS AND NON-PAYMENT:** Upon termination of this AGREEMENT, other than at the end of its stated term, the PROPERTY OWNER/LESSEE is entitled to receive a refund of a prorated portion of the consideration paid, exclusive of the administrative fee, for each full month that the AGREEMENT shall be in force. Notwithstanding the terms of this AGREEMENT, non-payment or payment by dishonored draft shall automatically void this AGREEMENT.

6. **LIABILITY:** The PROPERTY OWNER/LESSEE agrees to hold the CITY harmless for any monetary damages resulting from harm to property or persons which may result from delay or failure by the CITY to respond to a request by the PROPERTY OWNER/LESSEE for assistance, unless such delay or failure to respond is a result of gross negligence or intentional misconduct by authorized representatives of the CITY.

7. **ADMINISTRATION AND COMMUNICATION:** The PROPERTY OWNER should make every attempt to advise the CITY of such if the PROPERTY is sold. Information should include the new OWNER name and address and phone number. LESSEE should advise the CITY if LESSEE vacates the PROPERTY. The PROPERTY OWNER/LESSEE shall permit authorized representatives of the CITY to inspect the PROPERTY at reasonable times, following reasonable notice, to determine compliance with this AGREEMENT. The PROPERTY OWNER/LESSEE shall promptly, and at the PROPERTY OWNER'S/LESSEE expense, take any reasonable actions requested by the authorized representatives of the CITY to comply with the terms and conditions of this AGREEMENT.

8. **COMPLIANCE:** The PROPERTY OWNER/LESSEE shall comply with all Federal, State and County statutes, laws, ordinances, rules or regulations including but not limited to those relating to flammable, explosive or hazardous materials. Additionally, the PROPERTY OWNER/LESSEE should maintain a fire-safe vegetative buffer zone around the structures on the PROPERTY pursuant to the published recommendations of the Idaho Department of Lands.

9. **TERM AND AUTOMATIC RENEWAL:** The initial term of this AGREEMENT shall be for a period from the date hereof from the execution of this AGREEMENT until October 1st and thereafter follow the fiscal year. Unless a party notifies the other party at least thirty (30) days prior to the renewal date of its intention not to renew or if at least thirty (30) days prior to the renewal date the CITY provides to the PROPERTY OWNER/LESSEE a RENEWAL AGREEMENT SUPPLEMENT as hereinafter provided, such term shall be automatically extended for a further period of one (1) year and shall only be terminated as hereinafter provided. In the event of such continuation on a year to year basis, all of the terms and provisions hereof shall continue in full force and effect during said extensions. After payment is made on the renewal, the CITY will provide a Certificate of Coverage to the PROPERTY OWNER/LESSEE.

10. **RENEWAL AGREEMENT SUPPLEMENT:** The SUPPLEMENT may contain new or additional terms and charges. Any such SUPPLEMENT shall only be effective after a new AGREEMENT for fire suppression services has been signed by all parties and the full amount of the AGREEMENT is paid to the CITY. In the event there is no such fully-signed RENEWAL AGREEMENT and fee payment by the renewal date of this AGREEMENT, this AGREEMENT shall be automatically terminated and the CITY shall no longer be obligated to provide fire suppression services to the PROPERTY OWNER/LESSEE.

11. **TERMINATION:** This AGREEMENT shall be terminated should the real property protected hereby be annexed into the boundaries of the CITY or into the boundaries of a duly constituted fire protection district of the State of Idaho. Furthermore, this AGREEMENT shall be

terminated at the will of either party by giving thirty (30) days written notice delivered in person or by first class mail to the other party at the address set forth herein.

12. **BINDING ON MULTIPLE OWNERS AND HEIRS:** The PROPERTY OWNER/LESSEE warrants that at least one person signing on behalf of the PROPERTY OWNER/LESSEE below is a present title holder of the property, and that each signature of a PROPERTY OWNER/LESSEE below, taken collectively if there is more than one PROPERTY OWNER/LESSEE signing this AGREEMENT, is sufficient to bind all owners or lessees of the PROPERTY to this AGREEMENT. This AGREEMENT shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of these parties.

13. **SERVICE OF NOTICES:** Service of any notice, permitted or required, under the terms of this AGREEMENT shall be deemed complete upon the date of the postmark by first class mail to either the CITY or PROPERTY OWNER/LESSEE, or such notice may be made in person. In the event there is more than one person constituting the PROPERTY OWNER/LESSEE, service by mail or personal service upon any one person of the PROPERTY OWNER/LESSEE shall be good and sufficient service upon all persons constituting the PROPERTY OWNER/LESSEE the same as though such service had been made upon each and every member of the PROPERTY OWNER/LESSEE.

14. **ATTORNEY FEES:** In the event a default or breach by one party necessitates that the other party refer this AGREEMENT to any attorney for enforcement, or in the event of any suit or proceeding by one party herein against another party in any way arising out of this AGREEMENT, or attempting to enforce any right herein granted, the prevailing party shall be entitled to reimbursement or an award of attorney's fees, including fees on appeal.

15. **MODIFICATIONS TO BE IN WRITING:** This specific AGREEMENT shall be the exclusive and final expression of the contractual agreement of the parties and shall control. No modifications of this AGREEMENT shall be valid unless in writing and executed by these parties.

16. **VALIDITY:** The validity, meaning and effect of this AGREEMENT shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that State.

17. **SEVERABILITY:** In the event any provision of this AGREEMENT or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions, or parts thereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part thereof.

TO EVIDENCE THEIR CONTRACTUAL AGREEMENTS, these parties have subscribed their names to be effective the day and year first above written.

IN WITNESS WHEREOF, we have set our hands the day and year first written above.

CITY:

By: _____
Fire Chief, City of Clark Fork
Clark Fork Fire & Rescue Department

By: _____
Mayor
City Of Clark Fork, Idaho

ATTEST: _____
Clerk of City of Clark Fork, Idaho

PROPERTY OWNER(S)/LESSEE(S)

By: _____
Print name

Signature

By: _____
Print name

Signature

By: _____
Print name

Signature

By: _____
Print name

Signature

(PRIVATE)

STATE OF IDAHO)
 :SS
County of Bonner)

On this ___ day of _____, 20___, before me, a Notary for the state of _____ personally appeared _____ known, or identified to me to be the person(s) whose name(s) is/are subscribed to within the instrument, and acknowledged to me that (she)(he)(they) executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first written above.

Notary Public for the state of Idaho
Residing at:
Commission Expires: