



**Washington State
Department of Transportation**

Paula J. Hammond, P.E.
Secretary of Transportation

Washington State Ferries
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www.wsdot.wa.gov/ferries

David Moseley
Assistant Secretary for
Washington State Ferries

October 14, 2011

Mr. Dan Smith
Fire Chief
North Kitsap Fire & Rescue
P.O. Box 41
26642 Miller Bay Rd. NE
Kingston, WA 98346

**Re: Kingston Ferry Terminal
Fire Protection Services Agreement No. GCA 5143
Supplement No. 1**

Dear Chief Smith:

Please find enclosed one (1) fully signed original of Supplement No. 1 to the Fire Protection Services Agreement between Washington State Ferries (WSF) and North Kitsap Fire & Rescue (NKFR) covering WSF's Kingston Ferry Terminal.

The enclosed Supplement extends the term of the Agreement for five (5) additional calendar years, retroactive to January 1, 2011. The fire protection service fee remains \$8,324.20 total per year and \$41,621.00 total for all five (5) years, as shown on Exhibit A of the Supplement.

Per the terms of the original Agreement, on or after February 1, 2012, NKFR may invoice WSF for calendar year 2011 fire protection services in accordance with the Fee schedule in Exhibit A of the Supplement.

Thank you for your support on the Agreement extension. If you have any questions, please contact me (phone: 206.515.3601; fax: 206.515.3605; e-mail: mcguigan@wsdot.wa.gov).

Sincerely,

Tim McGuigan
Director of Legal Services & Contracts

Enclosure



NKFR's
ORIGINAL

**KINGSTON FERRY TERMINAL
FIRE PROTECTION AGREEMENT NO. GCA**

SUPPLEMENT NO. 1

This Supplemental Agreement is made and entered into this 17th day of August, 2011, between the **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FERRIES DIVISION**, operating as Washington State Ferries ("WSF"), and **NORTH KITSAP FIRE & RESCUE ("NKFR")**.

WHEREAS, **NKFR** is organized and equipped to provide fire protection services within and in the vicinity of its boundaries, and **WSF** desires that **NKFR** provide such services to its property located within those boundaries; and

WHEREAS, the parties previously entered into the Kingston Ferry Terminal Fire Protection Agreement No. GCA 5143, dated February 22, 2008; and the parties wish to extend the Term of the Agreement per the authorization therein;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties agree as follows:

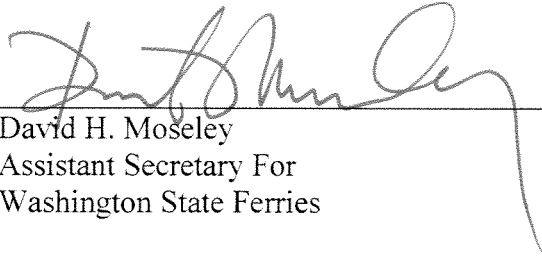
1. **Term.** Pursuant to the authorization in Section 4 of the original Agreement, the Term of the Agreement shall be extended for an additional term of five (5) years. The Agreement extension shall be retroactively effective January 1, 2011 and expire on December 31, 2015.
2. **Fire Protection Service Fee.** In consideration for receiving fire protection services, during the extension Term specified in Paragraph 1 above, **WSF** shall pay to **NKFR** an annual fire protection service fee equal to the amount provided in the original Agreement, as itemized on Exhibit A attached hereto. The attached Exhibit A has been updated solely to reflect the extension Term.
3. **Other Provisions.** Except as expressly modified herein, all other terms and conditions of the initial Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement as of the day and year first written above.

WASHINGTON STATE FERRIES


Washington State Department of Transportation

By: _____


David H. Moseley
Assistant Secretary For
Washington State Ferries

NORTH KITSAP FIRE & RESCUE

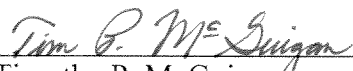
By: _____


Dan Smith
Fire Chief

Federal Tax I.D. No.: 91-619-3998

Approved For WSDOT Ferries Division:

By: _____


Timothy P. McGuigan
Director of Legal Services & Contracts

Date: _____




EXHIBIT A

**KINGSTON FERRY TERMINAL
FIRE PROTECTION AGREEMENT NO. GCA 5143**

FIRE PROTECTION SERVICE FEE

(Effective January 1, 2011 through December 31, 2015)

	<u>Square Footage</u>	<u>2011 -2015 Cost *</u>
Buildings:	17,126 sq.ft.	\$ 1,712.60
Trestles & Transfer Spans:	42,745 sq.ft.	\$ 2,564.70
Upland:	<u>118,230</u> sq.ft.	<u>\$ 3,546.90</u>
Subtotal:	178,101 sq.ft.	\$ 7,824.20
Modifier for concrete structures:		<u>\$ 500.00</u>
TOTAL PER YEAR:		<u>\$ 8,324.20</u>
TOTAL FOR ALL FIVE YEARS:		<u>\$ 41,621.00</u>

* **2011-2015 Table of Costs:**

High Matrix

Buildings:	\$ 0.100 / sq.ft.
Trestle & Transfer Span:	\$ 0.060 / sq.ft.
Upland:	\$ 0.030 / sq.ft.

Modifier

(select one, based on primary composition of Terminal)

Concrete:	\$ 500 total
Wood:	\$1,000 total

NOTE: The Parties may periodically update this Exhibit to reflect changes to the Terminal. Each updated Exhibit shall be attached to the Agreement and shall replace / supersede the prior Exhibit, without a formal Agreement supplement.