

FIRE PROTECTION MUTUAL AID AGREEMENT
(Joint Exercise of Power Agreement)

This AGREEMENT is entered into this 16th day of DECEMBER, 2014, by and between the **CITY OF CLARKSTON**, a political subdivision of the State of Washington, (hereinafter referred to as "Clarkston"), and the Clearwater Paper Corporation, a Delaware corporation (hereinafter referred to as "Clearwater Paper").

W I T N E S S E T H:

WHEREAS, it is the purpose and policy of the parties named herein to provide the best and most efficient fire protection for the patrons of their respective areas;

WHEREAS, it appears to be to the mutual benefit and advantage of the parties to enter into a mutual fire protection agreement, providing for cooperation and mutual use of firefighting forces and apparatus between the parties; and

NOW, THEREFORE, in consideration of the mutual benefits herein contained and of the mutual covenants running from one party herein to the other, it is mutually agreed as follows:

1. USE OF FIREFIGHTING FORCES AND APPARATUS: Whenever an emergency incident occurs within the boundaries of a party to this Agreement and the aid of any other party to this Agreement is requested in combating and controlling such fire or emergency incident, a party, upon receiving a request for aid, shall respond with assistance of its personnel and use of its apparatus to the fullest extent in combating such fire or fires and in the protection of property and life endangered thereby.

It is understood and agreed by and between the parties hereto that all duties, obligations and responsibilities for fire protection between the parties are equal and mutual in all respects, and that the parties to this Agreement will cooperate in providing the most efficient and comprehensive mutual fire protection and response to emergency incidents as possible within the boundaries of each party to this Agreement when requested to do so, taking into consideration the geographical areas to be served and the equipment and apparatus available for fire protection and emergency response.

2. PRIORITIES: If the firefighting personnel and equipment of a party being requested to respond are already engaged in fire protection or other emergency response activities at the time a call for assistance is received, that party shall not be under any obligation to the requesting party or to any other person or persons to furnish personnel and equipment therefore, unless the request is renewed after that party's equipment and personnel again become available to respond. The responding party may at any time withdraw its personnel and equipment for the purpose of responding to a fire call or other emergency response within its own boundaries, and no liability or obligation shall be incurred by a party for withdrawal for responding to a call within its own boundaries.

3. RESPONSIBILITIES AND CONTROL: The party responding to a call for assistance shall be responsible for delivering personnel and equipment to the location specified by the requesting party. On arriving at the location of the fire, the officer in charge of the personnel and equipment of the responding party shall report to the officer in charge of the requesting party. The requesting party shall then assume full charge, control, direction and supervision of all equipment, apparatus, and personnel dealing with the fire. In no case shall the responding party be required to assume the responsibility of the operation of, or attempting to control or deal with the fire or other emergency incident. The responding party shall operate its own equipment.

If the officer in charge of the personnel or equipment of the responding party believes the personnel or equipment for which he is responsible are being subjected to unreasonable risk of injury or damage or are being required to perform beyond their capacity, limits, knowledge or training, he shall be entitled to withdraw such personnel or equipment after notifying the officer of the requesting party who is in charge at the scene.

4. COMPENSATION: Clarkston will recover costs for response to emergency incidents when requested by Clearwater Paper Fire Department and on a cost recovery basis. Cost recovery is defined as including personnel costs – with all benefits except health insurance included and an hourly equipment cost from the time of dispatch to the completion of return to service; administrative time attributed to completion of reports and compilation of cost for cost recovery; damage resulting to vehicles or equipment during the response of Clarkston to Clearwater Paper, including but not limited to: collision, falling debris, pump damage, tire damage attributed to driving over debris at the complex, exposure to heat or flame impingement, contamination or damage to turnout gear/PPE, shall be borne by Clearwater Paper while mechanical problems that occur during the response, including but not limited to light failure and engine problems, shall be borne by Clarkston.

5. TRAINING: The parties specifically agree that continued sharing of specialized training and continuing cooperative non-emergency maintenance of equipment is generally in each party's best interests and is encouraged to the extent each party is able to so do. Specialized training and cooperative non-emergency maintenance includes, but is not limited to SCBA flow testing, ladder testing, fire hose recoupling and use of training grounds.

6. STANDARDIZATION OF EQUIPMENT: The parties hereto agree to immediately take such steps as are necessary to standardize, as nearly as practical, all of the equipment and apparatus used by said parties in order that said equipment and apparatus may be more fully utilized by virtue of standard size couplings, hose, pumps and other apparatus in combating such fire or fires and in the protection of property and life within the confines of the parties named herein.

7. COOPERATION AMONG APPOINTED OR ELECTED OFFICIALS: A representative of the parties to the Agreement shall meet at least once annually in joint session during the duration of this Agreement for the purpose of reviewing the reciprocal activity of the parties. Should the participants at the meeting determine that adjustments to this Agreement are required to insure continuing cooperation among the parties, they shall make such recommendations to the respective party they represent. Said adjustments may then be satisfied by the respective governing bodies of the parties hereto, and shall be effective when ratified by all parties. An addendum shall be executed by the parties and attached to this Agreement to reflect any such modifications.

8. TERM AND AUTOMATIC RENEWAL: The initial term of this Agreement shall be for a period of one (1) year commencing from the date of the execution of this Agreement. Unless a party notifies the other party of its intention not to renew and continue this Agreement, 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.

9. TERMINATION: It is understood and agreed that either party hereto may terminate its participation and concurrent rights and duties under this reciprocal agreement by delivering to the other party hereto a notice of such termination, said notice to be in writing and to be given at least ninety (90) days prior to the termination date desired by the terminating party.

10. LIABILITY: The original employing party shall have and assume complete liability for all of the acts of its personnel and the operation of its equipment provided under this Agreement.

11. MUTUAL HOLD HARMLESS Clearwater Paper agrees to indemnify and hold the Clarkston harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of Clearwater Paper and its contractors, employees, officers and/or agents that the Clarkston may suffer arising out of or in connection with this Agreement.

The Clarkston agrees to indemnify and hold Clearwater Paper harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the Clarkston and its employees, officers and/or agents that Clearwater Paper may suffer arising out of or in connection with this Agreement.

5. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of \$500,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

13. LIMITATION ON LIABILITY OF PARTIES: The rights and benefits arising under this contract shall run to the parties to this Agreement and not to any person, firm, association, corporation or governmental unit not a party hereto. This Agreement is not to be construed to create a claim or cause of action in favor of any persons or Clarkston entitled to protection by one city or fire district against any other city or fire district which is a party to this Agreement for failure to respond or for delay in responding to a request for assistance or for inefficiency or ineffectiveness in providing firefighting services.

14. PRIOR AGREEMENTS: All prior agreements for reciprocal fire protection, both oral and written, which may have been entered into previously between the parties to this Agreement, are to be terminated from this point forward, and the terms of this Agreement are controlling as to all the reciprocal rights and duties of the named parties in providing reciprocal fire protection between themselves, but this Agreement is not intended to terminate any previous agreement, either oral or written, entered into by the parties to this Agreement, whereby one of the parties has assumed primary fire protection responsibility for a geographic area contained within another party's boundaries.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

DATED this 16th day of DECEMBER 2014.

CITY OF CLARKSTON
Clarkston, Washington

By Kathleen A. Warren

Approved as to Form

By James W. Grow
JAMES GROW, City Attorney

CLEARWATER PAPER CORPORATION
Lewiston, Idaho

By Donnie Ely
Donnie Ely, Consumer Products Plant
Manager

By Brad Hukriede
BRAD HUKRIEDE, Fire Chief