



Thurston County Fire Protection District 8

Proudly Serving Northeast Thurston County Since 1953

THURSTON COUNTY FIRE PROTECTION DISTRICT 8 RESIDENT AGREEMENT

This Agreement shall be between the authorized agent of Thurston County Fire Protection District 8 (“District”), the Fire Chief, and the volunteer participating in the Resident Program (“Resident”). The provisions for such arrangement are solely for the convenience for, and to meet the needs of, the District.

The Resident shall be supervised by the officer in charge of the shift to which the Resident is assigned, as directed by the Fire Chief or designee, and shall be referred to as the “Supervisor” in this Agreement. The Resident Program Coordinator will be identified by the Fire Chief or designee and is the primary contact for all facilities related matters, and has authority as delegated for and control of District owned/controlled assets.

I. Resident Requirements: Each volunteer participating in the Resident Program must comply with the requirements of this Agreement as well as their separate and individual requirement as a volunteer member of the District. Failure to do so may result in termination of this Agreement. In addition, in entering into this Agreement, the Resident represents that he/she has or will commit to the following requirements of the Resident Program:

- a) The Resident must maintain currency with the qualifications contained in the District Position Description for *Volunteer Firefighter-EMT (Driver-Operator)*.
- b) The Resident must obtain and maintain currency in certification as a Driver-Operator on District apparatus assigned to the firestation(s) associated with the Program.
- c) The Resident must commit to meet the duties and responsibilities as outlined in *Section III* and rules and regulations as outlined in *Section IV* of this Agreement.

II. Probation & Evaluation: Subject to Section IX, the Resident will be subject to evaluation by the Supervisor at the end of the first six months of residency and continued participation in the Resident Program will be based upon the Supervisor’s recommendation to the Fire Chief or designee. The Supervisor will work with the Resident Program Coordinator on their input as to the Resident’s compliance with facilities-related terms of this Agreement.

III. Duties & Responsibilities: The District (i.e. Supervisor, Resident Program Coordinator or Fire Chief) shall retain the right to inspect the facility (with or without due notice to the Resident) to ensure compliance with these responsibilities or assist in maintenance & repairs functions.

- a) The Resident shall perform all duties in a professional manner. Subject to Section IX, non-compliance with the terms herewith set may be cause for disciplinary action as outlined in *District Policy 3-07 “Disciplinary Process”*, up to and including termination of membership and cancellation of this Agreement.
- b) The Resident is required to attend training and respond to emergencies per *District Policy 3-03 “Drill & Response Attendance”*.

- c) As per the provisions of *District Policy 3-50 "Resident Responder Program"*, the Resident shall be available for stand-by duty as assigned. The Resident will also be expected to participate in volunteer response and call backs when available in the District.
- d) The Resident shall also ensure proper custody and care of the resident facility in which they reside. No sexually explicit, politically sensitive, or derogatory materials are permitted to be present or displayed in any common area. The following housekeeping functions must also be followed:
 - 1) Kitchen: as appropriate, no accumulation of dirty dishes and portable appliances; counter-tops, sinks, cupboards, appliances (e.g. stove, micro-wave, refrigerator) and floor clean; no accumulation of solid refuse.
 - 2) Bathrooms: as appropriate, counter-tops, sinks, toilet, shower/tub, and floor clean; no accumulations of solid refuse.
 - 3) Common Areas: regular vacuuming of soft-floors, room in neat condition; furniture (District owned/controlled) in good repair, clean and neat in appearance.
 - 4) Laundry Room: as appropriate, no accumulation of dirty laundry and portable appliances; counter-tops, sinks, cupboards, appliances (e.g. washing machine, clothes dryer) and floor clean; no accumulation of solid refuse.
 - 5) Bedroom: the Resident must supply any bed linen; linens are required on the beds at all times; the room shall be kept clean and free of any fire hazards.
 - 6) Grounds: as appropriate, the Resident shall keep the lawn of the District owned/controlled property mowed and cared for and the yard free of natural and man-made debris and in a generally neat condition.
 - 7) General: the Resident shall report any damage, repairs needed or maintenance required to the Program Coordinator as soon as practical. The Resident shall also attempt to mitigate or minimize any damages resulting from purposeful or accidental incidents until such time that repairs can be made.
- e) The Resident will work with their Supervisor for ensuring compliance for attendance at their scheduled on-duty shifts. The Resident will also work with the Assistant Chief by submitting (on or before the 15th of each month) their schedule availability to cover Resident Program related/required on-duty shifts for the following month, a minimum of 48 (forty-eight) hours per month.

IV. Rules & Regulations: The Resident must comply with the rules and regulations set forth below:

- a) The District shall retain custody and control of the resident quarters subject to visitation and inspection by the District.
- b) The Resident shall not use the premises for any purpose other than as a residence or stand-by for shifts nor use said premises for any illegal or unlawful purpose.
- c) Alcoholic beverages and controlled substances shall not be allowed in any District owned/controlled facility or apparatus at any time, nor shall the Resident respond to any emergency or operate any District apparatus under the influence of alcohol or a controlled substance. Violation of this rule may cause immediate cancellation of this Agreement in addition to the provisions outlined in *District Policy 3-06 "Controlled Substances and Alcohol"*.
- d) There shall be no smoking in any District owned/controlled facility or apparatus.
- e) "Horse-play" in the resident facility will not be tolerated. Any person causing damage to the resident facility or other District owned/controlled property through negligence or horse-play

- shall be responsible to reimburse the District the cost of any repairs or replacement of that property.
- f) Visitors are allowed in the resident facility only upon invitation and when being accompanied by a Resident of that facility or by a District official (e.g. Resident Program Coordinator, Chief Officer). No guest shall be allowed between the hours of 24:00 and 06:00 hours unless approved in advance by all other residents of that facility and the Resident Program Coordinator; in no case shall a guest be allowed to stay in the facility for more than seven consecutive days.
 - g) The Resident, when outside of their bedroom, shall be dressed appropriately.
 - h) The Resident should refrain from excessive volume on audio-video equipment in order to prevent unduly disturbing others.
 - i) There will be no cooking, burning, or unprotected open flame in any bedroom at any time.
 - j) There shall be no pets allowed within the resident facility at any time unless approved specifically by the Resident Program Coordinator. Approval of pets within the resident facility will be dependent upon the following conditions:
 - 1) There must be an agreement (in writing) between the resident owner of the pet and all other residents of the facility, allowing occupancy by the pet and identify any special restrictions or conditions that must be met;
 - 2) The resident owner of the pet must provide a refundable \$300 deposit;
 - 3) The resident shall, by approval of this Agreement, agree to pay for repairs of any and all damage caused by the pet to the resident facility, furnishings, grounds or other District property; and
 - 4) The resident shall, by approval of this Agreement, agree to forfeit the right to having a pet in the resident facility if the terms of this section are not complied with.

V. Agreement: Both the Resident and the District agree to abide by the terms and conditions contained within this Agreement and approved addenda or attachments (if any). The Resident further agrees to abide by all policies, procedures or other directives of the District.

This Agreement in no way constitutes or is intended to be a contract of employment for the purposes of the Fair Labor Standards Act, nor for any other local or federal regulation or statute. Any performance of any function included, but not limited to, items listed in *Section III* of this Agreement by the Resident shall be that of the capacity as a volunteer.

Any changes in terms or modifications to this Agreement, addenda or attachments (if any) must be approved by the Fire Chief.

VI. Miscellaneous Terms: Other provision include:

- a) Utilities (power, water, sewer, etc.) shall be paid for and provided by the District.
- b) If the facility is not owned by the District, certain other provisions for terms or conditions may be imposed by the owner, and shall be included as required conditions under the terms of this Agreement. These conditions shall be included with the Agreement as an Appendix.

VII. Termination of Agreement: The volunteer participating as a Resident may be terminated at any time by the Fire Chief. Termination as a District volunteer shall result in termination of this Agreement. Furthermore, failure to abide by the terms of this Agreement may result in cancellation of this Agreement with not less than one (1) weeks' notice. Either party may terminate this Agreement upon not less than two (2) week's written notice. In the event of termination of the Resident Program by the District, or in the event of termination of the Resident's participation in the program for any reason, the Resident agrees to vacate the facility, remove all

possessions from the premises, and return all District owned property within one (1) week after notification of termination.

Upon termination of the Agreement, the Resident Program Coordinator shall inspect the premises and determine the condition it was left in by the departing Resident. Based upon that inspection and evaluation, the Resident's pending nominal stipend balance may be withheld or retained to help compensate the District in repair costs.

VIII. Release: The Resident releases the District from liability for any injury or loss or destruction of personal property whatsoever while the Resident resides in the facility furnished by the District.

IX. Voluntary Program: The Resident recognizes and understands that their voluntary participation in the Resident Program is as a result of a program created and operated at the sole discretion of the Board of Fire Commissioners. Volunteers selected to participate in such program may be terminated with or without cause at any time. The Resident acknowledges that he/she has no express or contractual right to employment with the District and accepts appointment with that understanding. The Resident further acknowledges that no reliance has been placed on any verbal, written or printed statement of the District, its agents, or employees in the offer or acceptance of the position and that no such statements constitute a contractual obligation on the part of the District to continue the participation of the Resident in the Program.

The Resident recognizes that the relationship between the District and the Resident is not the normal landlord-tenant relationship. The District in providing the residence is exercising a governmental rather than a proprietary function. Resident is permitted to reside in District owned/controlled housing for the convenience and needs of the District and not of the Resident. Pursuant to RCW 59.18.040(8), the provisions of the Washington State Landlord Tenant Act do not apply to this Agreement.

I _____ (printed name of Resident) have read, understood and fully agree to the above Agreement and addenda and attachments (if any, separately initialed) and agree to abide by its terms and conditions:

_____ Date _____ *Signature of Resident*

_____ Date _____ *Signature of Fire Chief*