

# **JOINT OPERATING AGREEMENT**

between

**Klickitat County Fire Protection District #14**

**(High Prairie Fire District)**

and

**High Prairie Community Council**

**MARCH 2020**

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## **1. Introduction and Purpose of Agreement**

This agreement made and entered into by and between the Klickitat County Fire Protection District #14 (hereinafter referred to as HPFD) and the High Prairie Community Council (hereinafter referred to as HPCC) witnesses that:

The HPFD and HPCC are entering into this agreement to clarify their working relationship and establish the powers and responsibilities of the two entities with regard to the High Prairie Community Center and the Fire District property west of the Community Center.

This agreement becomes effective as soon as signed by the HPFD Board of Commissioners and the HPCC Board of Directors. This agreement will remain in effect as long as HPFD and HPCC meet the requirements of this agreement. This agreement is to be reviewed for updates or changes by each Board separately as necessary. Any desired modifications must be presented to the other organization's Board and approved by both the HPFD and the HPCC.

## **2. Description and legal structure of each organization**

### **A) Klickitat County Fire Protection District #14 (HPFD)**

The KCFPD #14 (HPFD), a municipal corporation, was formed with the express purpose of providing fire prevention and suppression, emergency medical services, and for the protection of life and property to the 50.25 square mile District known as High Prairie, and cooperating agencies. KCFPD #14 is managed by a three-member Board of Commissioners who are elected by the residents of the District. A District Secretary assists in the administration of business affairs, and District operations are directed by the Fire Chief. KCFPD #14 owns three fire stations, including the Main Fire Station/Community Center at 701 Struck Road and the acre of property it stands on.

#### **B) High Prairie Community Council (HPCC)**

The High Prairie Community Council is a 501(c)(3) non-profit corporation and operator of the High Prairie Community Center since 2009, whose mission is to promote the health, safety, education, development and preservation of the High Prairie neighborhood, which includes supporting the HPFD and addressing other needs of the community. The HPCC Board of Directors acts as a liaison between the HPCC and the HPFD Board of Commissioners and between the High Prairie community and the Klickitat County Board of Commissioners.

#### **3. HPFD Authority to Delegate Responsibility for Community Center Operations to HPCC and Formal Appointment of HPCC.**

The HPFD is the legal owner of the building and property at 701 Struck Road. By RCW 52.12.071, the HPFD Board of Commissioners has the authority "... to enter into and to perform any and all necessary contracts ..." and "... to appoint and employ the necessary officers, agents, and employees ..." to carry out the HPFD's purposes.

With this agreement, the HPFD Board of Commissioners hereby appoints the HPCC, through its Board of Directors, as manager and operator of the High Prairie Community Center located in the west end of the main HPFD Fire Hall building and other areas identified on the site map in Appendix A. Subsequent sections of this agreement spell out more specific terms of that appointment.

#### **4. Separate Areas of Responsibility for the Building and Grounds**

Areas where the HPFD Board of Commissioners and the HPCC Board of Directors each have primary authority, exercised in cooperation between the two organizations:

- A) HPFD is responsible for major repairs and maintenance to the overall building, and for installing and maintaining portable safety measures for the building as a whole or in the parking lot.
- B) HPCC is responsible for kitchen fire suppression equipment, minor repairs and future upgrades, in the Community Center, and on the area shown in Appendix A, in coordination with the HPFD.
- C) Maintenance, Damages, and Upkeep
  - 1) HPFD will maintain the Fire Hall and area outside the Fire Hall, as well as the Community Center each time they use it.
  - 2) HPCC will maintain and clean the inside of the Community Center and the area outside the Community Center.
  - 3) HPCC will provide the cleaning supplies for the Community Center and be responsible for all water testing and pumping of the septic system as required by the Health Department.
  - 4) Guidelines for necessary cleaning of the Community Center after use will be provided by HPCC. (Appendix B – Cleaning Requirements)

## **5. All Other Areas of Responsibility**

- A) All other areas of responsibility under this agreement are to be shared by both Boards.

## **6. Financial Arrangements and Agreements**

### **A) Division of shared expenses**

- 1) The HPFD and the HPCC will each pay for one-half of the electric bills and for propane.
- 2) This percentage may change in the future as we learn more about usage of the Community Center.
- 3) Other occasional or project-connected expenses may be split by HPFD and HPCC. Such expenses and the percentage split must be agreed on by both HPCC and HPFD.
- 4) The Fire District Secretary will give a copy of the electric and propane bills each calendar quarter to the HPCC treasurer.
- 5) The HPCC Treasurer will write a check to "Klickitat County Fire Protection District 14" each calendar quarter for the HPCC half and give it to the HPFD secretary/treasurer.
- 6) HPCC and HPFD will each be responsible for keeping their own books.

### **B) Insurances**

- 1) HPFD will provide fire insurance for the building as well as liability insurance for fire department activities.
- 2) HPCC will provide liability insurance for the Community Center.
- 3) HPCC will provide liability insurance for major fundraising events.
- 4) Renters will provide liability insurance for their events if serving alcohol.

- C) Financial responsibility of projects will be determined on a case by case basis.

## **7. Conditions on Use of Community Center**

### **A) General Conditions**

- 1) The Community Center may be used without charge for official events by either the HPCC or the HPFD.
  - HPFD Board of Commissioner meetings, fire district training, business and drills.
  - HPCC meetings of the Board of Directors, Officers, Committees, and General Membership; community meetings, and fundraisers.
  - The Center must be cleaned after each use by the user (the building must be ready for rental). See Appendix B – Cleaning Requirements.
- 2) All events must be pre-scheduled through the HPCC Facility Rental Manager to avoid conflict of use.



- 3) A calendar of events, activities, and meetings will be kept and be on display in the Community Center, including weekly and monthly meetings of the HPCC and HPFD.
  - 4) The HPFD may use the Community Center without notice in the event of a community emergency.
  - 5) HPCC or HPFD sanctioned "short notice" activities will be exempt from the pre-scheduled policy if no other events are documented on the schedule.
  - 6) The HPCC will be responsible for developing policies and a price list for any additional uses, including rental fee for the room, rental fee for the kitchen, and a refundable cleaning deposit.
  - 7) It will be the HPCC which decides which groups or uses are exempt from fees.
  - 8) HPCC will schedule use of the Community Center, post the schedule in the Center, collect the money, unlock and re-lock the Center, and verify thermostat settings.
  - 9) The HPCC or HPFD will be responsible to check the building after each use by their groups.
  - 10) In the future it may be determined that garbage service will be required. For now any group or organization using the building will be responsible for removal of their own garbage or recycling.
  - 11) No prolonged storage of rummage sale items will be allowed in the Center.
  - 12) No outdoor lighting will be allowed when the building is unoccupied except for motion detector lights or lights on manual timers.
  - 13) No animals will be allowed off leash on the premises.
  - 14) No animals will be allowed in the building other than Service Animals, as defined by the Americans with Disabilities Act (ADA).
  - 15) The entire property is designated as non-smoking except in designated area.
- B) Alcohol Use Agreements
- 1) Alcohol use in the building will be consistent with rental agreement, applicable state law, and insurance policy requirements.
  - 2) Any use of alcohol on the premises by renters will be in compliance with the Washington State Liquor Control Board and must be accompanied by the proper permits and proof of liability insurance.
  - 3) Any sales of alcohol for consumption on the premises will require an extra rider on the liability insurance, to be paid for by the event sponsor.

## **8. Joint Planning and Decision Making**

- A) A site plan/long-term plan for uses of the HPFD property will be jointly developed. Until such time as it is completed, a brief list of Project Criteria will serve as a basis for making decisions on proposals for use of the property. (Appendix C – Project Criteria )
- B) Annual coordination of plans
- 1) At the beginning of each year, HPFD and HPCC will each prepare a separate list for the coming year, containing such items as:
    - the organization's priorities
    - the organization's overall vision for the Community Center and/or the property shown in Appendix A
    - any desired or proposed maintenance or modifications to the Community Center and/or the property shown in Appendix A
    - any long-term ideas, plans or projects involving the Community Center and/or the property shown in Appendix A
    - all proposed events during the year (already scheduled or still to be arranged), especially those which may impact the other organization's activities
    - any other information which may be important to provide to the other organization for purposes of information and cooperation.
  - 2) The annual lists will be presented at a special joint meeting of the HPFD and HPCC, at which the two organizations will coordinate their plans for the year.
  - 3) Joint committees may be set up to cooperatively develop and track specific projects that fit the already established project criteria (see Appendix C – Project Criteria)
- C) Ongoing coordination of plans
- 1) If either HPFD or HPCC comes up with changes or new ideas during the year, a letter will be sent or emailed to the other organization's board, describing the proposed changes or new ideas as completely as possible. Response will take the form of a return letter or email reply to all members of both Boards.
  - 2) The organization with changes or new ideas also has the option of sending a representative to the other organization's Board meeting to discuss or explain the proposal.
- D) Any official action or approval by the HPFD must be made at a regularly scheduled HPFD Fire Commissioners meeting, due to statutory requirements that govern the HPFD.
- E) All HPFD, HPCC, or joint meetings will be open public meetings, to allow community awareness and input when discussing planning for either or both organizations. All meetings of the HPFD fall under the Washington State Open Public Meetings Act, and HPCC intends to abide by it as well. (see Appendix D - Washington State Open Public Meetings Act)

**F) Advance notice to public**

- 1) For joint HPFD/HPCC meetings at times other than regularly scheduled meetings, the two organizations will share responsibility for notifying the public of the meeting.
- 2) Notice of the date, time, location, and agenda of each meeting will go out to the community at least 5 days prior to the meeting, unless there's an emergency, via email and whatever other methods are available to reach as many community members as possible.
- 3) The Open Public Meetings Act also requires notice of a special meeting to be posted at the door of the meeting location 24 hours prior to the meeting and recommends the agenda be posted online 24 hours prior to the meeting. (see Appendix D)

**G) Conflict resolution**

- 1) In the event of unresolved differences:
  - As owner of the building and property, the HPFD ultimately has the final say but will make every effort to find cooperative solutions.
  - The HPCC Board or a Board delegate will attend a Fire Commissioner meeting to discuss the disagreement.
  - The two organizations will talk over the disagreement and attempt to resolve it at the Fire Commissioner meeting.
  - If resolution can't be reached in a reasonable time, the Fire Commissioners will call a special joint meeting to work on resolving the issue.
- 2) If the disagreement involves legal questions, the HPFD attorney may be called to clarify the legal issues.

**9. Communication**

- A) Both HPFD and HPCC commit to improving communications between the two organizations.
- B) Detailed minutes will be kept of Fire Commissioner meetings and HPCC Board meetings.
- C) Communicating with the High Prairie Community at large/the public:
  - 1) The HPFD and HPCC will continually work to improve means of getting information to all High Prairie community members
  - 2) The HPFD and HPCC will publish minutes from all meetings after they are approved.
  - 3) The HPFD and HPCC will publish meeting agendas prior to all meetings
  - 4) A website will be developed and maintained for HPFD/HPCC/FireWise, and possibly for other community groups to use pending approval of both HPFD and HPCC.

**10. Large Events**

**11. Emergencies**



## **12. Other Topics**

### **A) Security**

1. The HPCC President will maintain a key inventory for all of the Community Center keys. The HPFD Commissioner Chair will maintain a key inventory for all of the Fire Hall keys.
2. HPFD will provide a list of contacts to call for access to the Fire Stations.

### **B) Storage for HPCC**

- 1) Storage space will be provided to the HPCC, as defined by the Fire Chief, until needed by HPFD. (see Appendix A2 )

### **C) Grant applications**

- 1) As a 501(c)(3) non-profit, HPCC agrees to apply for grants on behalf of HPFD when it is advantageous.
- 2) HPCC and HPFD agree to discuss applications for grants on behalf of HPFD or HPCC in advance of applying.

## **13. References**

### **A) Access to References**

- 1) Copies of all references, or web addresses for where they can be found on the internet, shall be gathered and kept in easily accessible places for each organization.
- 2) Outdated documents in the reference location(s) shall be replaced with updated copies on an ongoing basis.

### **B) References:**

- 1) Washington State RCWs pertaining to Fire Districts/Commissioners
- 2) Commissioners Handbook (Washington Fire Commissioners Association)
- 3) IRS and Washington State rules governing 501(c)(3) Non-profit Corporations
- 4) Washington State Open Public Meetings Act
- 5) HPCC Bylaws
- 6) HPCC Community Center Rental documents
- 7) Robert's Rules of Order
- 8) Any other documents deemed important or useful

By signing below, the **Board of Commissioners of Klickitat County Fire Protection District #14** agrees to and adopts the above Joint Operating Agreement with the High Prairie Community Council.



James Amery, Commissioner

3-18-20

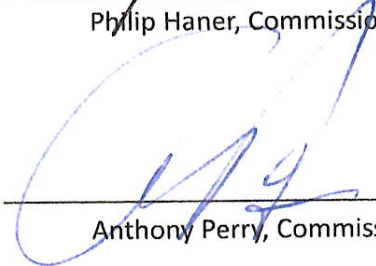
Date Signed



Philip Haner, Commissioner Chair

3/17/2020

Date Signed




Anthony Perry, Commissioner

3/18/2020

Date Signed



By signing below, the **Board of Directors of the High Prairie Community Council** agrees to and adopts the above Joint Operating Agreement with Klickitat County Fire Protection District #14.

  
Sharon Aleckson, Vice-President

3-16-20  
Date Signed

  
Barb Parrish, Secretary


3/16/2020  
Date Signed

  
Henry Gerhard, Treasurer

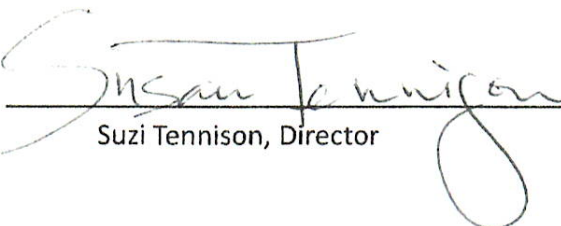
3/16/2020  
Date Signed

  
Chris Sattlem, Director

3/16/2020  
Date Signed

  
Deborah Weber, Director

3/17/2020  
Date Signed

  
Suzi Tennison, Director

3/18/20  
Date Signed

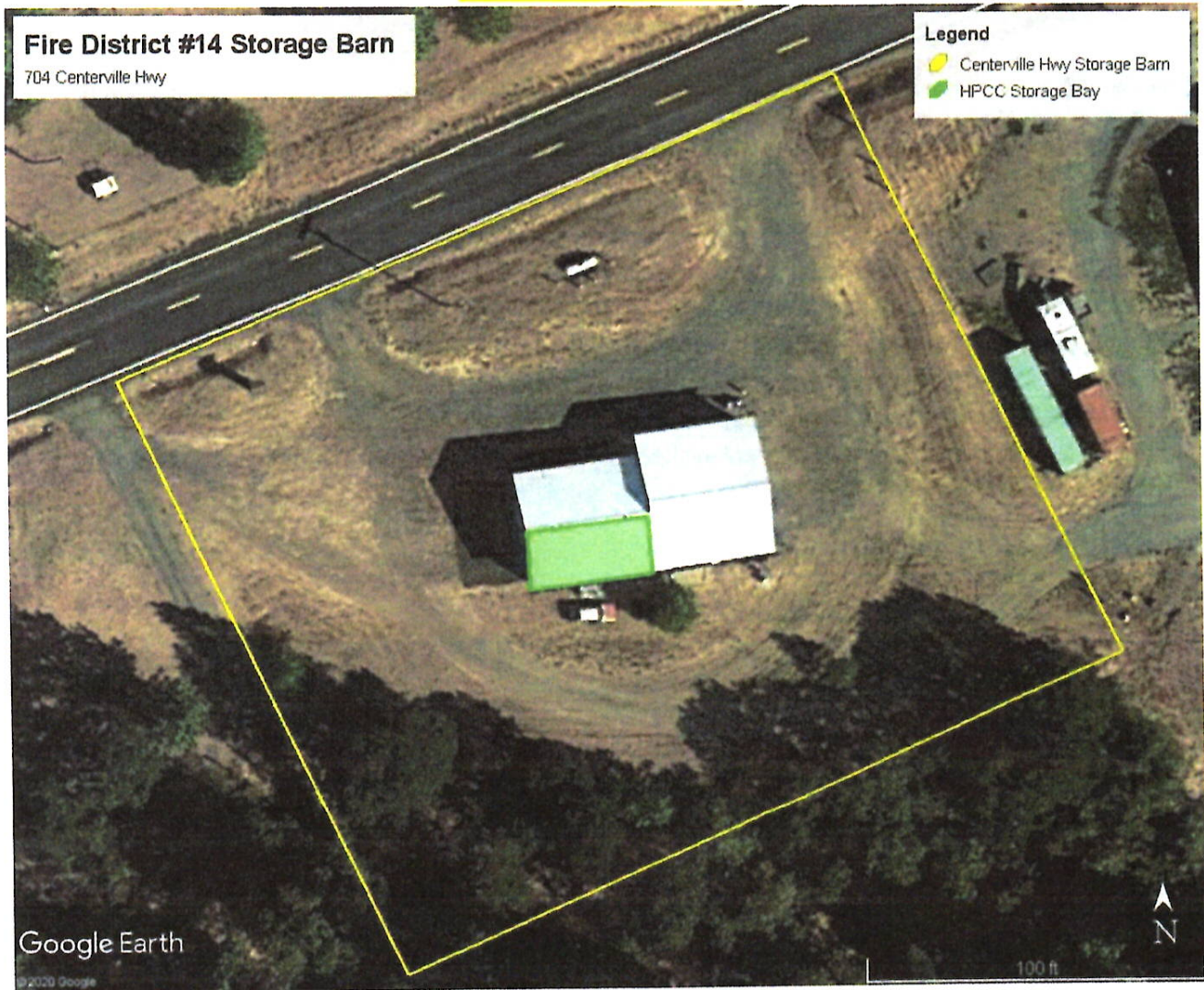
## APPENDIX A1 – SITE MAPS



All boundaries are approximate. Use only surveyed points when referring to the real property lines.



## APPENDIX A2 – STORAGE



All boundaries are approximate. Use only surveyed points when referring to the real property lines.



## **APPENDIX B – CLEANING REQUIREMENTS**

### **CLEAN-UP CHECKLIST**

The Center will be clean and presentable when you arrive. You will be responsible for returning it to the same condition after your event. The Center must be cleaned and vacated by the designated time on your rental application. The Rental Manager will return after the event to inspect the inside and outside of the premises. The checklist below is provided to assist you in cleaning:

#### **ALL AREAS**

- ☐ Remove all equipment and supplies not belonging to the Community Center.
- ☐ Pick up any trash (including cigarette butts or other litter outside) and place in trash receptacles.
- ☐ Empty bags from trash receptacles and take the bagged trash away with you.
- ☐ Sweep and mop floors with provided floor cleaning product and remove any marks.
- ☐ Return all equipment and cleaning supplies to the mechanical room.
- ☐ If any cleaning supplies need to be replenished, notify us using the whiteboard on the back of the mechanical room door (use pen provided).

#### **MAIN ROOM, HALLWAY & ENTRYWAY**

- ☐ Wipe off tables, chairs, and counters.
- ☐ Stack chairs and tables neatly in proper storage areas. Please do not drag furniture.

#### **RESTROOMS**

- ☐ Clean sinks and mirrors, and wipe off counters.
- ☐ Clean toilets.
- ☐ Notify Rental Manager if any restocking of restroom supplies is needed.

#### **KITCHEN**

- ☐ Complete items from "All Areas" checklist above.
- ☐ Turn off all equipment.
- ☐ Clean and store kitchen equipment and supplies belonging to the Center.
- ☐ Remove all food from all appliances. Prior approval required to leave food in freezer or refrigerator.
- ☐ Clean all equipment – including refrigerator, freezer, and stove.
- ☐ Wipe down all surfaces with disinfectant spray and clean towel.
- ☐ Check dishwasher for loose utensils. Clean remaining food from bottom of machine.
- ☐ Clean sides and bottoms of sinks. Remove materials from strainer baskets.

#### **CLOSING THE BUILDING**

- ☐ Make sure all windows and doors are securely closed and locked.
- ☐ Turn off all inside and outside lights, including lights in both restrooms.

## APPENDIX C – PROJECT CRITERIA

### **Criteria for evaluating future projects on community property:**

1. Must have either a primary or secondary use that furthers the fire district goals for life safety, disaster relief, or property management.
2. Must be accepted by both HPCC and HPFD, unless it has been deemed necessary for the fulfillment of the HPFD mission.
3. Must complete a component of the master site plan for the property or any proposed modification to the site plan must be approved by both HPFD and HPCC.
4. Projects agreed on by both Boards must be presented to the community for comments and questions at a specific public meeting. Notification will indicate a due date for comments.
5. Must be engineered and permitted.
6. Must be 100% funded to break ground and begin construction.

**APPENDIX D -**  
**Excerpts from WASHINGTON OPEN PUBLIC MEETINGS ACT (RCW 42.30)**

Full text of RCW 42.30 is available at <https://app.leg.wa.gov/rcw/default.aspx?cite=42.30>  
or Google "Washington Open Public Meetings Act" and click on "Open Public Meetings Act – Access Washington"

**RCW 42.30.010 Legislative declaration.**

The legislature finds and declares that all public commissions, boards, councils, committees, subcommittees, departments, divisions, offices, and all other public agencies of this state and subdivisions thereof exist to aid in the conduct of the people's business. It is the intent of this chapter that their actions be taken openly and that their deliberations be conducted openly. [ . . . ]

**RCW 42.30.030 Meetings declared open and public.**

All meetings of the governing body of a public agency shall be open and public and all persons shall be permitted to attend any meeting of the governing body of a public agency, except as otherwise provided in this chapter.

**RCW 42.30.035 Minutes.**

The minutes of all regular and special meetings except executive sessions of such boards, commissions, agencies or authorities shall be promptly recorded and such records shall be open to public inspection.

**RCW 42.30.040 Conditions to attendance not to be required.**

A member of the public shall not be required, as a condition to attendance at a meeting of a governing body, to register his or her name and other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance.

**RCW 42.30.060 Ordinances, rules, resolutions, regulations, etc., adopted at public meetings—Notice—Secret voting prohibited.**

- (1) No governing body of a public agency shall adopt any ordinance, resolution, rule, regulation, order, or directive, except in a meeting open to the public and then only at a meeting, the date of which is fixed by law or rule, or at a meeting of which notice has been given according to the provisions of this chapter. Any action taken at meetings failing to comply with the provisions of this subsection shall be null and void.
- (2) No governing body of a public agency at any meeting required to be open to the public shall vote by secret ballot. Any vote taken in violation of this subsection shall be null and void, and shall be considered an "action" under this chapter.

**RCW 42.30.070 Times and places for meetings—Emergencies—Exception.**

The governing body of a public agency shall provide the time for holding regular meetings by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body. [ . . . ] If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day. [ . . . ] If ... there is a need for expedited action by a governing body to meet [an] emergency, the presiding officer of the governing body may provide for a meeting site other than the regular meeting site and the notice requirements of this chapter shall be suspended during such emergency.

**RCW 42.30.075 Schedule of regular meetings—Publication in state register—Notice of change—"Regular" meetings defined.**  
[ . . . ] For the purposes of this section "regular" meetings shall mean recurring meetings held in accordance with a periodic schedule declared by statute or rule.

**RCW 42.30.080 Special meetings.**

- (1) A special meeting may be called at any time by the presiding officer of the governing body of a public agency or by a majority of the members of the governing body by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the governing body. Written notice shall be deemed waived in the following circumstances:
  - (a) A member submits a written waiver of notice with the clerk or secretary of the governing body at or prior to the time the meeting convenes. A written waiver may be given by telegram, fax, or electronic mail; or



- (b) A member is actually present at the time the meeting convenes.
- (2) Notice of a special meeting called under subsection (1) of this section shall be:
  - (a) [ . . . ]
  - (b) [ . . . ]
  - (c) Prominently displayed at the main entrance of the agency's principal location and the meeting site if it is not held at the agency's principal location. Such notice must be delivered or posted, as applicable, at least twenty-four hours before the time of such meeting as specified in the notice.
- (3) The call and notices required under subsections (1) and (2) of this section shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body.
- (4) The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

**RCW 42.30.090 Adjournments.**

The governing body of a public agency may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. [ . . . ]

**RCW 42.30.100 Continuances.**

Any hearing being held, noticed, or ordered to be held by a governing body at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the governing body in the same manner and to the same extent set forth in RCW **42.30.090** for the adjournment of meetings.

**RCW 42.30.110 Executive sessions.**

- (1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:
  - (a) (i) [ . . . ]
  - (ii) [ . . . ]
  - (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
  - (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
  - (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
  - (e) [ . . . ]
  - (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
  - (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW **42.30.140(4)**, discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
  - (h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
  - (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

- (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;
  - (ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or
  - (iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;
- (j) [ . . . ]
  - (k) [ . . . ]
  - (l) [ . . . ]
  - (m) [ . . . ]
  - (n) [ . . . ]
  - (o) To consider information regarding staff privileges or quality improvement committees under RCW 70.41.205.
- (2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.

RCW **42.30.120** Violations—Personal liability—Civil penalty—Attorneys' fees and costs.

- (1) Each member of the governing body who attends a meeting of such governing body where action is taken in violation of any provision of this chapter applicable to him or her, with knowledge of the fact that the meeting is in violation thereof, shall be subject to personal liability in the form of a civil penalty in the amount of five hundred dollars for the first violation. [ . . . ]

RCW **42.30.205** Training.

- (1) Every member of the governing body of a public agency must complete training on the requirements of this chapter no later than ninety days after the date the member either:
- (a) Takes the oath of office, if the member is required to take an oath of office to assume his or her duties as a public official; or
  - (b) Otherwise assumes his or her duties as a public official.
- (2) In addition to the training required under subsection (1) of this section, every member of the governing body of a public agency must complete training at intervals of no more than four years as long as the individual is a member of the governing body or public agency.
- (3) Training may be completed remotely with technology including but not limited to internet-based training.

RCW **42.30.210** Assistance by attorney general.

The attorney general's office may provide information, technical assistance, and training on the provisions of this chapter.