

**FIRE AND EMERGENCY MEDICAL
PROTECTION AGREEMENT BETWEEN
WHITMAN COUNTY FIRE PROTECTION
DISTRICT NO. 12
AND
WASHINGTON STATE UNIVERSITY**

This Agreement is made pursuant to RCW 39.34 and entered into between Whitman County Fire Protection District No. 12 (the DISTRICT), a municipal corporation, and Washington State University (WSU), an institution of higher education.

RECITALS

1. The DISTRICT is a fire protection district organized and operating pursuant to Title 52 RCW with the responsibility to provide fire protection and emergency medical services within its geographical boundaries. This Agreement shall be retroactive to January 1, 2007 to pay for services rendered by the DISTRICT to WSU since that date.
2. The DISTRICT funds its operations primarily through property tax levies.
3. WSU is a Washington state institution of higher education that owns certain tax exempt lands, buildings and equipment, and "Properties" located in the DISTRICT.
4. RCW 52.30.020 requires state institutions to contract for fire protection and emergency medical services for Properties owned by the institution within the boundaries of a fire protection district.
5. It is the purpose of this Agreement to provide fire protection and emergency medical services to WSU within the DISTRICT's boundaries; to comply with RCW 52.30.020 regarding WSU-owned properties; and to comply with chapter 39.34 RCW, the Inter-local Cooperation Act.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each Party, it is agreed as follows:

1. **Effective Date and Termination of Agreement.** This Agreement shall be retroactive to January 1, 2007 to cover services provided from that date forward and shall be automatically renewed on January 1 of each subsequent year unless written notice of termination is given by an authorized agent of the Party to the appropriate counter-part prior to the first day of October of the calendar year in which this contract shall terminate. See below re: Notices.
2. **Services.** The DISTRICT agrees to furnish fire protection and emergency medical

services to all WSU properties located within the DISTRICT and the persons residing, working or visiting within those properties. Such fire and emergency medical services shall be rendered on the same basis as such protection is rendered to other areas within the DISTRICT or with which the DISTRICT has contracts. The DISTRICT cannot guarantee a specific level of service. In the event of simultaneous fires or medical aid calls within the WSU properties and outside of the WSU Properties whereby facilities of the DISTRICT are taxed beyond its ability to render equal protection, the officers and agents of the DISTRICT shall have discretion as to which call shall be answered first. The DISTRICT shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

- 3. Payment by Recipient for Services.** In consideration for services provided by the DISTRICT, WSU shall pay to the DISTRICT an amount calculated as follows: Total Assessed Valuation of all WSU Properties determined on an annual basis by the Whitman County Assessor by comparison to the Assessor's valuation of neighboring properties engaged in agricultural activities multiplied by the DISTRICT's tax levy rate as finally determined by Whitman County for the year of assessment (an example of this calculation for 2007 and 2008 is attached as Exhibit A). Recipient shall provide the DISTRICT with the Total Assessed Valuation of all WSU properties in the DISTRICT on or before November 15th of the year prior to the service year. The annual amount shall be calculated by the DISTRICT subject to approval or dispute by WSU. Upon agreement of the Parties as to valuation, an invoice shall be mailed to WSU prior to December 15th of the year prior to the service year. Monetary payments by WSU to the DISTRICT shall be made in equal semi-annual installments on January 30 and June 30. Payment for 2007 and 2008 services shall be made in a single lump sum payment on or before December 15, 2008.
- 4. Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered or three days after mailing if mailed by first class, postage pre-paid and addressed to the Party at its address as stated in this Agreement or at such address as any Party may designate at any time in writing. Notice shall be provided to: Chief Lester Erwin, 19221 State Route 194, Pullman, WA 99163.
- 5. Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.
- 6. Modification.** No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the Parties. Any modification to this Agreement shall be in writing. The Agreement shall not be modified, supplemented

or otherwise affected by the course of dealing between the Parties.

7. **Benefits.** This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons
8. **Dispute resolution (including disputes as to valuation of the WSU property).** Disputes between the Parties shall first be addressed through discussion and negotiation by representatives of each. Should resolution via this mechanism be unsuccessful, the Parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of litigation. Each Party shall bear its own costs.
9. **Complete and Final Agreement.** This is the complete and final agreement of the Parties as to its subject matter. It supersedes any prior verbal or written agreements and represents the Parties' exclusive agreement as to its subject matter.
10. **Signatures.** The Parties affirm the persons below have signature authority for the Parties. By their signatures on this Agreement, the Parties agree to all of its terms and conditions.

For:

WHITMAN COUNTY FIRE PROTECTION DISTRICT NO. 12



Commissioner

Printed Name: Gary Boone

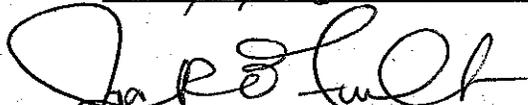
Date: 11/3/08



Commissioner

Printed Name: Roger McKeirnan

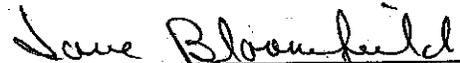
Date: 11-3-08



Commissioner

Printed Name: JACK B. FURR

Date: 11/3/08



Secretary

Printed Name: Jane Bloomfield

Date: 11-3-08

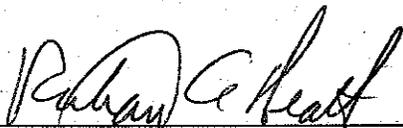
Approved as to form:

Brian Snure, Attorney at Law

Attorney for Whiman County Fire Protection District No. 12

Date: _____

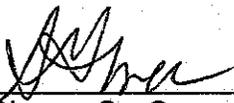
For:
WASHINGTON STATE UNIVERSITY



Richard Heath, Sr. Associate Vice President
Office of Business and Finance

Date: 10/29/08

Approved As To Form:



Sylvia Glover, Sr. Counsel
Sr. Counsel, Assistant Attorney General
Attorney for WSU

Date: 10/29/08

EXHIBIT A
 C# 17902

Aug 2008

Rural Fire District 12 /WSU Land, Buildings, Equipment

	2007	2008
Buildings	\$ 5,868.23	\$ 5,868.23
Equipment	\$ 493.19	\$ 493.19
Land	\$ 1,135.95	\$ 1,135.95
Total	\$ 7,497.36	\$ 7,497.36

Building Values

KWSU Transmitter	\$ 72,480.00
Beef Center Buildings	\$ 1,911,613.00
Swine Center Buildings	\$ 1,530,728.00
Dairy Buildings	\$ 676,769.00
Spillman Buildings	insert value
Palouse Conservation Buildings	insert value
Cook Agronomy Buildings	insert value
Total	\$ 4,191,590.00
Tax @ \$1.40/1000	\$ 5,868.23

Equipment Values

Tula Young Hastings	\$ 103,474.00
Spillman	\$ 351,011.00
Palouse Conservation	\$ 60,715.00
Cook Agronomy	\$ 31,811.00
Total	\$ 547,011.00
Tax @ \$.9016/1000	\$ 493.19

Land Values

Cook Agronomy - 345 acres	\$ 136,068.00	Average Acre Value of Neighboring
Palouse Conservation 205 acres	\$ 98,933.00	Average Acre Value of Neighboring
Spillman 385 acres	\$ 181,034.70	Average Acre Value of Neighboring
Tula Young Hastings 835 acres	\$ 395,355.80	Average Acre Value of Neighboring
Bill Boyd Farms	insert value	

Summary

Cook Agronomy	\$	136,068.00
Palouse Conservation	\$	98,933.00
Spillman	\$	181,034.70
Tula Young Hastings	\$	395,355.80
Total	\$	811,391.50
Tax @ \$1.40/1000	\$	1,135.95