

C1187 ✓

## FIRE AND EMERGENCY MEDICAL PROTECTION AGREEMENT

This Agreement is entered into between CLARK COUNTY FIRE PROTECTION DISTRICT NO. 6, a municipal corporation, hereafter referred to as "District", and the WASHINGTON STATE UNIVERSITY, a state university, hereafter referred to as "WSU".

WSU has acquired the real property described in exhibit "A" and as shown on the map contained in exhibit "B" attached to this Agreement. WSU intends to use the real property and the improvements to be constructed on the property as its Southwest Washington campus.

It is the purpose of this Agreement to establish the terms and conditions under which the District will provide fire protection, emergency medical and hazardous material incident response services to the WSU campus located in Clark County; to comply with RCW 52.30.020 regarding state owned properties; to comply with chapter 39.34 RCW, the Interlocal Cooperation Act.

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 effective on January 1, 1994, and shall be automatically renewed on January 1 of each year unless written notice of termination is given by the appropriate legislative body of the party desiring to cancel this Agreement, to the appropriate counter-part legislative body prior to the first day of July of the calendar year in which this contract shall terminate.
2. **Services** The District agrees to furnish fire protection, emergency medical and hazardous material response services to all properties and persons within the WSU campus. The services shall be rendered on the same basis and at the same level as such protection is rendered to other areas within the District or with which the District has contracts, but the District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous emergency calls within the campus and outside of the campus 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. **Service Limitation.** The District makes no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency.

The duty of the District to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to WSU.

4. **Payment by WSU for Services.** In exchange for and in recognition of the services to be provided by the District, WSU agrees as follows:
  - 4.1. To pay \$.50 per thousand dollars of the assessed valuation of real property located within the limits of the campus each year during the term of the Agreement. The amount for the 1994 contract year shall be \$2,902.60 based on an initial assessed land value of \$5,805,200.00;
  - 4.2 To pay \$.50 per thousand dollars of assessed valuation of the improvements constructed on the real property commencing at the time each improvement is ready for occupancy. In the event this shall occur during an annual term year the annual payment shall be prorated.
5. **Assessed Valuation.** The assessed valuation shall be the "regular" assessed valuation established annually by the Clark County Assessor's Office provided however, that the initial assessed valuation of improvements to real property shall be the building/structural cost of the improvement or 82% of the total construction cost as determined by WSU.
6. **Payment Schedule.** Monetary payments by WSU to the District shall be made semiannually on June 30 and December 31 of each contract year.
7. **Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.
8. **Notification.** WSU agrees to notify the District by telephone and in writing in the event WSU shall make any changes in the road or street network within the campus, shall temporarily or permanently close any road or street to vehicular traffic or shall become aware of any changes or interruptions in the water service to any area within the campus.
9. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of 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.

- 10. **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.
- 11. **Modification.** This Agreement represents the entire Agreement between the parties. 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. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
- 12. **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.
- 13. **Police Support.** WSU agrees that in the event the District shall require police assistance at the scene of any emergency within the campus limits, that WSU shall provide the necessary campus police support services if available.
- 14. **Execution.**

Dated: October 20, 1994

Dated: November 1, 1989

Washington State University

Clark County Fire Protection District 6

By: *Susan R. Giffen*

By: *Walter [Signature]*  
Chair

By: \_\_\_\_\_

By: *R.T. [Signature]*  
Secretary



Washington State University  
Vancouver

Teaching Excellence,  
Community Commitment

*Contract #*

1812 E. McLoughlin Boulevard  
Vancouver, WA 98663-3597  
FAX: (206) 690-4611

To: Leslie Johnson FAX: 335-2071

From: Sheri / W<sup>SU</sup> Vancouver Phone: (206) 737-2222

Date: 12-28-94 Time: 10:15 AM

Original to follow in mail

Total number of pages not counting this page: 5

**Special Instructions:**

Here's what I have, Leslie. Let me know if you need anything else.  
— Thanks for your help with this.

Sheri m.  
WSU  
FAX-(206) 690-4611



Washington State University

Office of the Vice President for Business Affairs

*Shawn*  
*Here is a*  
*copy of the*  
*fire contract.*  
*They will bill us.*

99164-1045  
 509-335-5524  
 FAX 509-335-4642

**MEMORANDUM**

**TO:** Hal Dengerink  
 Lynn Mathers

**FROM:** Sandi Vibber *Sandi Vibber*

**DATE:** November 28, 1994

**SUBJECT:** Vancouver Fire Protection Agreement

Enclosed is a copy of the signed Fire and Emergency Medical Protection Agreement for WSU Vancouver. The terms of this agreement were negotiated by Dan Semler, WSU Fire Chief, and Brad Lothspeich, Chief of Clark County Fire District 6. The agreement was subsequently reviewed by Jennifer Geller in the Attorney General's Office, and approved and signed by Sallie Giffen.

If you have any questions about the contents of the agreement, please contact our office or Chief Semler for clarification. You will note in section 4 that the payment for 1994 is \$2,902.60, and is due on December 31, 1994. Thereafter, half of each payment will be due semiannually on June 30 and December 31 of each contract year.

It is our recommendation that you contact our office if there are any proposed increases in the payment amount. We will then verify the proposed changes with Chief Semler and with Facilities Development to determine whether they are consistent with the terms and the intent of the agreement. You will note that the amount should not increase until there are improvements to the property which are ready for occupancy.

Chief Lothspeich has been extremely cooperative and is looking forward to a long and mutually beneficial relationship with WSU Vancouver. If there is anything else that we can do to facilitate this arrangement, please let me know.

cc: Sallie Giffen  
 Bob Wilson  
 John Shaheen  
 Dan Semler

Greg Royer  
 Karl Boehmke  
 Jennifer Geller

Dave Smith  
 Bill Turner  
 Earl Muir