

## INTERLOCAL COOPERATIVE FIRE PROTECTION AGREEMENT

This agreement is entered into this 3rd day of October, 1997, between the City of Ellensburg, hereinafter called "City" and Central Washington University, hereinafter called "University". Pursuant to Chapter 39.34 RCW and to other provisions of law, the City and the University hereby agree to cooperative governmental contracting upon the following terms and conditions.

Whereas the Ellensburg Fire Department provides fire protection and emergency services to the University; and

Whereas the University desires to comply with RCW 35.21.775 and 35.21.779.

Therefore the parties agree as follows:

1. The covenants contained herein represent the entire obligations of the University to compensate the City for providing adequate levels of Fire Services to reasonably protect University property and occupants.
2. The level of fire protection and life safety service shall be substantially the same through the term of this agreement as that provided at the inception of this agreement and shall include annual fire inspection services of University buildings.
3. The term of this agreement shall be indefinite. The compensation calculations shall be reviewed biennially.
4. This contract may be terminated in whole or in part by written notice from either the University or the City. Termination under this provision requires one year prior notice.
5. Cash contribution as provided for in this contract may be increased or decreased in any year by the value of any equipment or services provided upon mutual agreement of the parties. Likewise, the University may choose to pay cash instead of in-kind services as described herein.
6. Compensation to the City shall be based on the calculations below and adjustable only as provided in item 6b. :
  - A. The payment is derived from a formula based on the square footage of property protected by the Ellensburg Fire Department as of July 1 of each even numbered year.

\* In 1997, the total square footage of property protected, including the University, is 13,892,084. The University square footage protected is 2,895,463. The non-University property protected is 10,996,648 square feet. The percentage of the University square footage to the total square footage (2,895,436/13,892,084) equals 20.84 percent.

\* The City's 1997 Fire Department Budget is reduced by revenues received from charges for direct services.

\* The University's payment is calculated as follows:

Square footage of taxable properties within City limits	9,935,665
Square footage of non-taxable properties within City limits	
Kittitas County	189,755
Kittitas Valley Community Hospital	64,446
Ellensburg Public Schools	415,670
Wash State Dept of Transportation	14,590
Bonneville Power Administration	19,508
City of Ellensburg	113,917
Churches	<u>243,097</u>
 Total City square footage	 10,996,648
 Total University square footage	 2,895,436
 Total square footage protected by Fire Department	 13,892,084
 Percentage of University versus City	 20.84%
 City Fire Department 1997 Budget	 \$1,563,393
Less ambulance, permits and other revenues	<u>451,700</u>
 Net 1997 Fire Department Budget	 \$1,111,693
 University cost for fire protection based on square footage	 \$231,703

B. The components of the compensation calculations shall be reviewed on a biennial basis and upon mutual consent be incorporated into this agreement.

7. The University's annual payment for fire protection shall consist of the following:

* CASH	\$187,594
* LAND AND IMPROVEMENTS FOR BALLFIELD AT 18TH AND ALDER	
Land value yearly rental based on \$120,000 over a 30 year period at 6%	\$8,600
Improvements yearly rental based on \$180,000 over a 20 year period at 6%	\$15,400
* ANNUAL VALUE OF LEASE OF THE BROOKLANE WATER WELL	\$20,109

TOTAL ANNUAL PAYMENTS

\$231,703

- 8. Notices: All notices and communications shall be in writing and sent prepaid mail to the addresses stated below or at such other addresses as may be designated in writing.

CITY: City of Ellensburg  
 420 North Pearl Street  
 Ellensburg, WA 98926  
 ATTENTION: City Manager

UNIVERSITY: Central Washington University  
 400 East 8th Avenue  
 Ellensburg, WA 98926  
 ATTENTION: Director of Business Services and Contracts

- 9. Indemnification: The University shall be responsible for the consequences of any act of failure to act on the part of itself, its employees, or its agents, and, the City shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify, defend, and hold the other party harmless from any loss which results therefrom.

- 10. This Agreement shall be construed in accordance with applicable laws of the State of Washington.

In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized officials:

CITY OF ELLENSBURG

CENTRAL WASHINGTON UNIVERSITY

Perry D. Huston 11-5-97  
 By: Perry Huston Date  
 Mayor

Ivory Nelson Nov 10, 1997  
 By: Dr. Ivory Nelson Date  
 President

ATTESTED TO:


Lois M. Remo 11-5-97  
 Ellensburg City Clerk Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Paul Sullivan 11/5/97  
 Paul Sullivan, Date  
 City Attorney

AG'S SIGNATURE ON FILE  
 \_\_\_\_\_  
 Teresa Kulik, A.A.G. Date  
 State of Washington

TREASURER'S USE ONLY	RECORDER'S USE ONLY
	<p>Recorded in the County of Kittitas, WA          Beverly M. Allenbaugh, Auditor</p>  <p>11.00          199712150002 11:02am 12/15/97</p> <p>001 4007379 04 07          A07 4 0 8.00 3.00</p>

### *Kittitas County Auditor/Recorder's Indexing Form*

Please Print Or Type All Information

- A. **Return Address:** CITY OF ELLENSBURG, CITY CLERK  
 420 NORTH PEARL ST.  
 ELLENSBURG, WA 98926
  
- B. **Document Titles (or transactions contained therein):**  
 1 INTERLOCAL COOPERATIVE FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF  
 2 ELLENSBURG & CENTRAL WASHINGTON UNIVERSITY
  
- C. **Grantor(s) (last name, first name, middle initial):**  
 1 *City of Ellensburg*  
 2  
 3  Additional grantors on page \_\_\_\_ of document.
  
- D. **Grantee(s) (last name, first name, middle initial):**  
 1 *Central WA University*  
 2  
 3  Additional grantees on page \_\_\_\_ of document.
  
- E. **Legal description (lot, block, plat or section, township, range):**  
  
 Additional legal description on page \_\_\_\_ of document.
  
- F. **Assessor's property tax parcel/account number:**
  
- G. **Reference numbers of documents assigned or released:**  
 Additional references on page \_\_\_\_ of document.

The auditor or recording officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.