

After Signing, Please Return To:  
State of Washington, Department of Fish & Wildlife  
Real Estate Services  
Attn: Jennifer Maze  
600 Capitol Way North  
Olympia, WA 98501

## WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

### FIRE PROTECTION CONTRACT

**THIS CONTRACT** is entered into this 1st day of January, 2017, between the **CHELAN COUNTY FIRE PROTECTION DISTRICT #1**, hereinafter referred to as the **"The District,"** and **THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE**, hereinafter referred to as **"WDFW."**

The District is organized and equipped to provide fire protection and medical aid services to improvements and facilities within its boundaries, and WDFW desires that the District provide such protection to the lands, buildings, and equipment owned by WDFW within and/or adjacent to the boundaries of said district.

**THEREFORE, in accordance with Chapter 52.30.020 and 52.12.031 of the Revised Code of Washington;**

1. The District shall furnish fire protection to all lands, buildings and equipment of WDFW, located at:  
  
Parcel #23584: Wenatchee District Office, 3860 US Hwy 97A, Wenatchee, WA-3.31 acres.  
Parcel #18943: Colockum WLA HQ, 9000 Tarpiscan Rd, Malaga, WA – 270.35 acres.
2. WDFW shall pay to the District a fee equal to the current levy rate multiplied by the current estimated value. The District will provide the estimate using standard replacement valuation software. This fee will not exceed \$1.50 per thousand of estimated value. Said fee shall be for fire protection and emergency medical services necessary for the protection and safety of personnel and property pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington as now or hereafter amended.
3. The District shall submit an annual invoice to WDFW in December. Payment to the District for approved and completed work will be made by warrant or account transfer by WDFW within 30 days of receipt of the invoice. Upon expiration of this contract any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

4. This contract shall be for ten (10) years begin January 1, 2017 and terminate on December 31, 2026 at which time a new contract can be negotiated. No payment shall be made that exceeds the amount identified in item #2 above, without a fully executed amendment to this contract signed by both parties, prior to payment.
5. This contract may be cancelled by either party by giving a ninety (90) day written notice of its intent to cancel.
6. Each party agrees to be responsible for its own acts and omissions and those of its employees and agents. With respect to claims, costs, damages, and liability arising from said acts and omissions, the responsible party shall indemnify, defend, and hold harmless the other party, including its officers, employees, and agents, to the extent permitted by law. In the case of negligence of both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.
7. For the purposes of R.C.W. 39.34.030 (4) (a), the District is designated administrator of this contract.
8. This document contains the entire agreement between the parties, and no statement, promise, representation, inducement or agreement made by either party, or its agents or employees, that is not contained in this written agreement shall be valid, binding or enforceable. By signature below, the parties warrant that they have mutually agreed upon the terms and conditions of this instrument and agree to be bound its terms.

**CHELAN FIRE PROTECTION DISTRICT #1**

\_\_\_\_\_  
 5/9/18  
 Date

\_\_\_\_\_  
 5/9/2018  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 SD  
 Commissioner

\_\_\_\_\_  
 Herbert C. [Signature]  
 Commissioner

\_\_\_\_\_  
 Commissioner

**THE STATE OF WASHINGTON  
 THE DEPARTMENT OF FISH AND WILDLIFE**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Cynthia Wilkerson, Lands Division Manager