

**INTERLOCAL AGREEMENT BETWEEN
CENTRAL WHIDBEY ISLAND FIRE & RESCUE AND SOUTH WHIDBEY FIRE/EMS
RELATING TO COMMUNITY RISK REDUCTION**

 **COPY**

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement” or “Agreement”) is entered into by and between the following municipal corporations: Central Whidbey Island Fire & Rescue (“CWIFR”) and South Whidbey Fire/EMS (“SWFE”), collectively referred to as the “Fire Districts” or the “Parties”.

RECITALS

WHEREAS, the fire districts individually and collectively engage in Community Risk Reduction (CRR) activities consistent with their respective missions; and

WHEREAS, the fire districts recognize the benefit of participating collaboratively with each other and other community partners in reduction of risk in our communities; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington (RCW) allows public agencies to enter into Interlocal agreements setting forth the conditions of providing services to one another;

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1-Purpose of Agreement

This Interlocal Agreement allows the Fire Districts to share the cost of CRR initiatives that benefit both Districts.

Article 2-Statement of Responsibilities

The Parties agree that the following are joint responsibilities: The Fire Chiefs or the Chief’s designee(s) for each District shall evaluate proposed CRR initiatives that may benefit both Districts and shall determine an appropriate cost share based on the respective benefit to each District. The nature and scope of the initiative and mutually agreed to cost share shall be documented in writing and provided to each District prior to the commencement of work.

Central Whidbey Island Fire & Rescue Responsibilities: CWIFR shall be responsible for payment of invoices related to CRR initiatives implemented under the provision of this agreement and invoicing SWFE for their proportionate share of the expense of said initiative.

South Whidbey Fire/EMS Responsibilities: SWFE shall promptly pay invoices for expenses submitted by CWIFR in accordance with the mutually agreed to initiatives and cost share provisions of this Agreement.

Article 3-Effectiveness and Duration

This Agreement shall become effective upon approval of the Parties and shall continue automatically until it is modified or terminated under the provisions of Article 5 or Article 14.



Article 4-Administration

This Agreement shall be administered for the Fire Districts by their Fire Chiefs or the Chief's designee(s).

Article 5-Modifications

1. Modifications to this agreement may be proposed by either of the two Parties, and shall become effective upon written approval by all Parties.
2. This Interlocal Agreement may be modified at any time by mutual consent as long as the modification is provided in writing and signed by all Parties.

Article 6-Integration Clause

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties except for initiatives mutually agreed upon and documented in writing as provided in Article 2. All Parties have read and understand this Interlocal Agreement and now state that no representations, promises, or agreements not expressed in this Agreement have been made to induce the other to execute the same.

Article 7-Real and Personal Property

No real property is exchanged by operation of this Agreement. Any real or personal property used by any of the Parties in connection with this Agreement will be acquired, held, or disposed of by that Party in its discretion, and the other Party will have no joint or other interest herein.

Article 8 Compliance with Law

The Parties, in performance of this Agreement, agree to comply with all applicable local, state, and federal laws and regulations applicable to the activities contemplated herein.

Article 9 Notices

All required notices to be given under this Agreement shall be delivered to the Parties at the addresses listed below. Notices sent by registered mail shall be deemed served when postmarked after deposit in the US Mail.

Central Whidbey Island Fire and Rescue
1164 Race Road
Coupeville, WA 98239

South Whidbey Fire/EMS
5535 Cameron Road
Freeland, WA 98249

Article 10-Hold Harmless and Indemnification

The Parties mutually agree to indemnify, defend, and hold each other and their respective, officers, agents, commissioners, and employees harmless from any and all damages, costs, expenses, and fees, including reasonable attorney's fees, and from any judgments and suits at law or equity of



whatever nature (hereinafter “actions”) brought against the party directly or indirectly arising from, or in connection with , or incident the acts or omissions of that Party or its officers, agents, or employees, in connection with this Agreement; provided that nothing herein shall require either party to indemnify and hold the other party harmless from actions caused by or resulting from the sole negligence of said party, its officers, agents, or employees, and provided further that if any such actions are caused by or result from the concurrent negligence of the Parties or their respective officers, agents, or employees, then this indemnity provision shall be valid and enforceable only to the extent of that particular Party’s negligence, or that of its officers, agents, commissioners, or employees. The indemnification obligation set forth herein shall survive the expiration or earlier termination of this Agreement.

Article 11-Interlocal Cooperation Act

The Parties agree that no separate legal or administrative entities are necessary in order to carry out this agreement.

Article 12-Filing and Public Notice

Pursuant to Chapter 39.34.040 RCW, prior this Interlocal Agreement being in force a copy of the executed Agreement shall be listed by Subject on the web sites of CWIFR and SWFE.

Article 13-Neutral Authorship

Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all the Parties hereto. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of or against the Party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provision of this Agreement.

Article 14-Duration and Termination

This Agreement shall take effect upon full execution by the Parties and shall remain in effect until terminated by written agreement of all Parties at any time or upon any Party providing sixty days written notice of termination to the other Party.

Article 15-Financial Responsibility

Each Party shall bear financial responsibility for its own respective share of work performed pursuant to this Agreement. Neither District may make a financial commitment for the other District that is Party to this Agreement.

Article 16-Authority to Execute Agreement

The signatories below certify that they have the authority to enter into this Agreement and to bind the Parties to the terms and conditions of this Agreement.

Article 17-Severability

Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

 **COPY**

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date herein written.

Central Whidbey Island Fire & Rescue

South Whidbey Fire/EMS

Oct. 9, 2014
Date:

10-14-14
Date:

Cheryl Engle
Commissioner Cheryl Engle

Kenon F. Simmons
Commissioner Kenon Simmons

Paul Messner
Commissioner Paul Messner

Mike Helland
Commissioner Mike Helland

Steve Hutchinson
Commissioner Steve Hutchinson

Robert Elliot
Commissioner Robert Elliot