

**INTERLOCAL AGREEMENT  
LIVE FIRE TRAINING TRAILER**

This Agreement is made and entered into by the undersigned public agencies pursuant to the authority granted in RCW 39.34 et. seq. and RCW 52.12.031. The public agencies hereby agree as follows:

**I. PURPOSE.**

The Departments are entering into this Agreement in order to jointly operate and fund a live fire-training trailer.

**II. PARTIES.**

The public agencies participating in this agreement are:

Eastside Fire & Rescue  
175 N.W. Newport Way  
Issaquah, W A 98027

Northshore Fire Department **LEAD AGENCY**  
King County Fire Protection District No. 16  
18030 - 73rd Avenue N.E.  
Kenmore, W A 98028

City of Bothell  
18305 -101<sup>st</sup> Avenue N.E.  
Bothell, WA 98011

City of Mercer Island  
9611 S.E. 36th  
Mercer Island, W A 98040

Snohomish County Fire District No.1  
12310 Meridian Avenue  
Everett, W A 98208

Gold Bar Fire  
Snohomish Fire District No. 26  
501 Lewis St.  
P.O. Box 376  
Gold Bar, W A 98251

Snohomish Fire District No.7  
8010 180th St. S.E.

Snohomish, W A 98296

Snohomish Fire District No.5  
304 Alder St. P.O. Box 149  
Sultan, W A 98294-0149

Lynnwood Fire Department  
18800 44th Avenue W.  
P.O. Box 5008  
Lynnwood, WA 98046

Shoreline Fire Department  
King County Fire Protection District No.4  
17525 Aurora Ave N.  
Shoreline, W A 98133

All public agencies participating in this agreement shall hereinafter be referred to as "Departments."

### III. JOINT BOARD

- A. Establishment. A Joint Board is hereby established to administer this Agreement.
- B. Composition. The Joint Board shall be composed of one representative of each Department, as appointed by each Department.
- C. Meeting. The Joint Board shall meet at least annually at a time and place to be determined by the Joint Board.
- D. Quorum. A quorum of the Joint Board is required in order to conduct a valid meeting. A quorum is defined as the presence of the majority of the Departments participating in this Agreement, through their designated representatives.
- E. Voting. Each member Department of the Joint Board shall have one vote in the Joint Board's determinations. A majority of the votes cast is sufficient for the adoption of any motion. If the Joint Board votes to fund additional equipment or property, each Department shall be responsible for paying its share regardless of how it voted. All Departments shall pay equal shares, based upon the number of participating agencies.
- F. Duties. The Joint Board shall formulate policies and procedures for the Joint Board; establish budgets; acquire, hold and dispose of any equipment or property; and approve all costs and expenses associated with the Live Fire Training Trailer, including the amount of expenses that each Department shall pay.
- G. Fund Established. Pursuant to RCW 39.34.030(4)(b), the Joint Board shall establish a fund designated as the Operating Fund of the Live Fire Training Trailer with the King

County Treasurers Office. Such fund shall be used to deposit each Department's annual monetary contributions, if any, or any other monies received by or on behalf of the Joint Board. Any monies accumulated in such fund shall be utilized solely for the continued operation of the Live Fire Training Trailer.

H. Ownership of Property. The Joint Board shall be authorized to acquire title to facilities and equipment as necessary to effectuate the purposes of this Agreement. Title to all facilities and equipment purchased under this Agreement shall vest in the Joint Board, subject only to the rights of the Departments participating in the funding of such equipment upon termination of this Agreement.

I. Bid Laws. The Departments may be subject to differing purchasing statutes and bid requirements. It is understood and agreed that, in all cases in which the Joint Board purchases equipment or property, the Joint Board shall comply with the purchasing statutes and bid requirements of all of the Departments, as required by RCW 39.34.030(5).

#### IV. ADMINISTRATION.

1. Administrative Support. Each department shall provide administrative and secretarial support to the Joint Board.
2. Maintenance of Books and Records. The Joint Board shall maintain books, records, and documents that accurately reflect all direct and indirect costs associated with the performance of this Agreement. Each Department shall have access to all such books, records, and documents upon reasonable notice to the Joint Board.
3. Invoices and Payments. The Joint Board shall bill each Department for the costs and expenses approved by the Joint Board pursuant to this agreement, and shall receive payments from the Departments. It is agreed that the annual share of maintenance and insurance cost shall be divided equally by the participating agencies. All costs related to delivery, set up, breakdown, and pick up of the Live Fire Training Trailer are based on actual costs.
4. Coordination of Business Activities. The Joint Board shall coordinate business activities with all vendors, agents, and contractors.

#### V. RESPONSIBILITIES OF THE PARTIES.

Each Department, shall:

- A. Participate in the activities of the Joint Board.
- B. Pay a proportionate share of all costs, including administrative costs, associated with the performance of this Agreement within 60-days of the date each invoice is mailed.

- C. Pay each time it uses the Live Fire Training Trailer, all costs associated with the delivery, set up, breakdown, and pickup of the Live Fire Training Trailer.
- D. Participate in the development of policies and procedures relating to risk management that are designed to enhance safety and reduce exposure to liability for each Department.
- E. Participate in any training activities designed to enhance safety and reduce exposure to liability for each Department.

## VI. RESPONSIBILITY FOR DAMAGE, LIABILITY AND USE.

- A. Responsibility. Each Department agrees to assume sole responsibility for all liabilities or damages to persons or property that occur or arise in any way out of the acts or omissions of its officers, officials, agents, employees, and volunteers in connection with the performance of the Agreement or the use of the Live Fire Training Trailer.
- B. Indemnification. Each Department agrees to indemnify, defend, and hold harmless the other Departments, including their officers, officials, agents, employees and volunteers, from any and all claims, costs (including reasonable attorney's fees), losses and judgments arising out of the negligent acts or omissions of that Department or that Department's officers, officials, agents, employees and volunteers in connection with the performance of this Agreement or the use of the Live Fire Training Trailer.
- C. Insurance Deductibles. In the event that any Department incurs insured loss relating to the performance of this Agreement or the use of the Live Fire Training Trailer, that Department shall be solely responsible for the payment of any deductibles relating to such insured loss.
- D. Uninsured Loss. In the event that any Department sustains a claim, loss or becomes a party to litigation relating to the performance of this Agreement or the use of the Live Fire Training Trailer, and such claim, loss or litigation is excluded from coverage under that Department's insurance policy or exceeds the policy's limitation of coverage, that Department shall be solely responsible for all costs and expenses not assumed by the insurance carrier.
- E. Use by Member Departments Only. Each Department agrees that only those Departments participating in this Agreement may utilize the Live Fire Training Trailer. Accordingly, each Department agrees not to loan or assign the use of the Live Fire Training Trailer to Departments not participating in this Agreement or utilizes the Live Fire Training Trailer for joint training exercises with non-participating Departments. The Live Fire Training Trailer may be displayed at local conferences with all expenses being reimbursed by the conference if a majority vote by the Joint Board approves such a display.

## VII. TERM/WITHDRAWAL AND TERMINATION

- A. Term. The Initial term of the Agreement shall commence upon the effective date as set forth in Article XV and continue for a period of two years. Thereafter, unless all parties to the Agreement shall effectively withdraw pursuant to the terms of this Agreement, it shall automatically be renewed in one-year increments, unless agreed to otherwise by the Departments.
- B. Withdrawal.
1. Right to Withdraw. After the initial term of the Agreement as set forth in Article VII, Section A, any party may withdraw from this Agreement by giving notice to the Joint Board at least six -months prior to the end of any calendar year. The withdrawal will become effective upon the end of the calendar year following the six-month notice period.
  2. Liabilities Relating to Withdrawal. Any Department withdrawing from this Agreement relinquishes any and all right to funds, equipment or materials procured by the Joint Board pursuant to this Agreement. Any Department withdrawing from this Agreement shall pay its share of all invoices for costs and expenses incurred prior to its withdrawal.
  3. No Termination of Agreement. The Withdrawal of any Department will not terminate the Agreement in its entirety, unless only one Department remains a party to the Agreement.
  4. Quorum. Upon the withdrawal of a Department, the requirements for a quorum will be adjusted accordingly.
- C. Termination of the Project. After the expiration of the initial term of the Agreement as set forth in Article VII, Section A, this Agreement may be terminated by agreement of all participating Departments at least six-months prior to the end of any calendar year. The termination will become effective upon the end of the calendar year following the six-month notice period. Upon termination, the assets of the Joint Board will be distributed to each remaining Department in equal shares, based on the number of participating Departments.
- D. Admitting Additional Departments. Additional Departments may be added to this Agreement upon the unanimous approval of all Departments already a party to this Agreement. Any newly admitted Department shall sign a statement agreeing to be bound by the terms of this Agreement for the remaining term of the Agreement. As Departments are added, the requirements for a quorum shall be adjusted accordingly.

## VIII. COOPERATION.

The Departments shall fully and completely cooperate with one another in good faith at all times so the terms and spirit of this Agreement may be fully implemented. All Departments have had the ability to negotiate the terms of this Agreement on an equal basis. This Agreement shall be reasonably interpreted and not weighed in favor of or against any Department.

**IX. MODIFICATION.**

No changes or modifications of this Agreement shall be valid or binding upon any Department, unless such changes or modifications are in writing and approved by all of the Departments.

**X. NOTICES.**

All notices required to be given under this Agreement shall be delivered to each Department at the addresses listed in Article II, Section A. Notices sent by registered mail shall be deemed served when properly deposited in the U.S. mail.

**XI. ASSETS.**

All property and assets acquired by any Department to enable it to perform the services required under this Agreement shall be the property of that Department.

**XII. BENEFIT OF PARTIES ONLY.**

This Agreement is entered into solely for the benefit of the Departments, and shall confer no benefits, direct or implied, on any third party.

**XIII. INTEGRATION.**

This Agreement contains all of the terms and conditions agreed upon by the Departments. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall exist or bind any of the Departments.

**XIV. NON-EXCLUSIVE AGREEMENT.**

The Departments shall not be precluded from entering into similar agreements with other municipal corporations.

**XV. SEVERABILITY.**

Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and shall continue in full force and effect.

**XVI. MEDIATION.**

The Departments agree that, if a dispute arises as to the interpretation or operation of this Agreement that is not resolved through the Joint Board, the dispute is required to be submitted to non-binding mediation. Such mediation must be concluded in its entirety before any Department may file suit. Selection of the Mediator shall be by mutual agreement between disputants. If the parties cannot agree on a mediator the dispute shall be mediated through the Dispute Resolution Center of Snohomish and Island Counties. Costs of mediation if any shall be shared equally between the disputants.

**XVII. ENFORCEMENT.**

Should any Department bring suit against another Department to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Department in such litigation shall be entitled to recover its costs and reasonable attorney's fees.

**XVIII. JURISDICTION AND VENUE.**

Jurisdiction and venue for any dispute arising under this Agreement shall be in King County Superior Court, Seattle, Washington.

**XIV. CONSTRUCTION.**

This Agreement is to be construed in accordance with the laws of the State of Washington as now written or hereinafter amended.

**XV. EFFECTIVE DATE.**

This Agreement shall be effective upon execution by all Departments and filing with the King County Recorder and Snohomish County Auditor.

**IN WITNESS WHEREOF**, the undersigned public agencies have executed this Agreement on the date and year set forth below.

Agency: King County Fire Protection District No. 16

Approved as to form:

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

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Agency: City of Bothell

Approved as to form:

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

Attorney for City of Bothell

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Agency: Eastside Fire & Rescue

Approved as to form:

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

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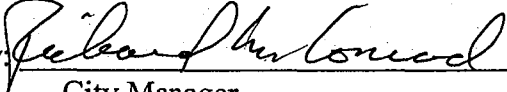
Agency: King County Fire Protection District No. 45

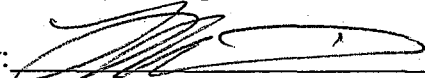
Approved as to form:

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

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Agency: City of Mercer Island Approved as to form:

By:  Date: 8-2-05  
City Manager

By:  Date: 8-2-05  
Attorney for City of Mercer Island

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Agency: Snohomish Fire District No.1

Approved as to form:

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

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Agency: Snohomish Fire District No. 26 (Gold Bar)

Approved as to form:

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

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Agency: Snohomish Fire District No.7 (Clearview)

Approved as to form:

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

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Agency: Snohomish Fire District No.5 (Sultan)



Approved as to form:

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

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Agency: City of Lynnwood

Approved as to form:

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

Mayor

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

Attorney for City of Lynnwood

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Agency: Shoreline Fire District No.4

Approved as to form:

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