

INTERLOCAL AGREEMENT

SEARCH AND RESCUE TRAINING TRAILER

This Agreement is made and entered into between the undersigned public agencies pursuant to the authority granted in RCW 39.34 et. seq.

I. DURATION. The duration of this Agreement shall be perpetual.

II. ORGANIZATION.

2.1. Lead Agency. King County Fire Protection District No. 16 shall be designated the Lead Agency and shall also be a member agency. All other participating agencies shall be referred to as member agencies.

(1) The Lead Agency shall provide administrative and secretarial support to the Joint Board created below.

(2) The Lead Agency agrees to bill each member agency for that member agency's share of any and all sums due from each member agency, and each member agency agrees to remit to the Lead Agency promptly upon receipt of such billing any and all sums due.

(3) Each member agency, including the Lead Agency, agrees to indemnify and hold harmless all other member agencies, including the Lead Agency, together with their respective representatives and employees, from and against any and all liability arising from the injury or death to persons or damage to property arising in whole or in part by any negligent act or omission of such member agency or any of its agents, servants, or employees, committed or omitted in connection with this Agreement or the use or operation of the search & rescue training trailer, whether it is claimed or alleged that the negligence of such other member agency including the Lead Agency in its capacity as lead agency or otherwise, or their respective representatives or employees, contributed to such act or omission, including any and all expenses, legal or otherwise, incurred by such member agency or the Lead Agency in the defense of any claim or suit relating to such injury or damage, provided, however, that the same does not arise out of acts or omissions of such member agencies which are contrary to the standard operating procedures adopted by the Joint Board. Any member agency claiming

indemnification under this paragraph shall, as a condition precedent to the right of indemnification, give notice of the claim to the indemnifying member. Any member agency who is not self-insured further agrees to name the Lead Agency and other member agencies as additional insureds on their applicable liability insurance policy for the purpose of this indemnity agreement.

(4) The Lead Agency shall file certified copies of this Agreement with the King County Records & Election Division and the Secretary of State pursuant to RCW 39.34.040.

2.2. Joint Board.

(1) A joint board known as the **Search And Rescue Training Trailer Board**, is hereby established and shall be composed of one representative from each member agency. The Joint Board shall have responsibility for formulating policy and procedures, establishing budgets and acquiring, holding and disposing of any property affected by this Agreement.

(2) The Joint Board shall meet at least annually to administer this Agreement. The time and place of said meeting shall be determined by the Joint Board.

(3) The Joint Board is authorized but not required by RCW 39.34.030(4)(b) to establish a special fund with the Lead Agency's treasurer designated as **Operating Fund Of The Search And Rescue Training Trailer**. Such fund may be used for the purpose of depositing annual payments of each member agency's annual monetary contributions, if any, or any other monies received by or on behalf of the Joint Board. Any monies accumulated in said fund shall be utilized solely for the continued operation of the search and rescue training trailer as determined by the Joint Board.

III. PURPOSE. The purpose of this Agreement is to operate and maintain a search and rescue training trailer to be utilized by the member agencies as part of their respective training programs.

IV. FINANCING.

4.1 The initial cost of assembling the search and rescue training trailer is Ten Thousand Three Hundred Fifteen Dollars (\$10,315.00) which shall be shared pro rata, based upon the number and not the size of the agencies participating in this Agreement. Member agencies which have previously paid cash for construction of the search and rescue training trailer shall receive a credit toward

payment in the actual dollar amount contributed. A schedule of initial credits is attached hereto as Exhibit A.

4.2 All costs for repair and maintenance of the search and rescue training trailer shall be approved by the Joint Board and shared pro rata. The lead agency shall thereafter bill each participating member for its share of the costs approved.

4.3 Any damage to the search and rescue training trailer above and beyond normal wear and tear shall be billed directly to the participating member who is responsible for the damage.

V. OWNERSHIP AND CONTROL.

5.1 Ownership. King County Fire Protection District No. 16 shall own the search and rescue training trailer.

5.2 Control. A mutually agreeable schedule shall be established for the inter-departmental transfer of the search and rescue training trailer which shall be subject to reasonable modifications by the participating agencies.

5.3 Delivery. The search and rescue training trailer shall be delivered by the lead agency to each participating agency. The actual labor costs of the delivery shall be billed to the agency to which it is delivered. All other costs incurred in the delivery, such as gasoline, oil, tires, et cetera, shall be prorated annually among all participating agencies as maintenance costs pursuant to Section IV above.

VI. EFFECTIVE DATE, TERMINATION and WITHDRAWAL.

6.1 Effective Date. This Agreement shall be effective from the date of filing with the County Auditor.

6.2 Termination. This Agreement may be terminated at any time upon the mutual agreement of all of the public agencies participating in this Agreement.

6.3 Withdrawal. The Lead Agency or any other participating member agency may withdraw from this Agreement without terminating the entire agreement by giving notice to the Lead Agency thirty (30) days prior to the end of the calendar year. Said withdrawal shall become effective at the end of the calendar year. Any agency withdrawing from this Agreement relinquishes any and all rights to any funds, equipment or materials procured pursuant to this Agreement.

VII. DOCUMENT EXECUTION. The participating agencies hereby agree that there shall be duplicate copies of this Agreement procured and distributed for signature by the necessary officials to bind each agency. Upon execution, the executed duplicate hereof shall be returned to the Lead Agency which shall file this document with the County Auditor and the Secretary of State. Upon receipt by the Lead Agency of the executed duplicate originals, each such duplicate original shall formally become a part of one instrument binding all parties.

VIII. AGREEMENT WITH THE BOEING COMPANY. The participating agencies further agree that in consideration of the contributions made by The Boeing Company, a Delaware Corporation, toward completion of the project, the lead agency may execute an agreement with The Boeing Company to share in the use of the search and rescue training trailer under the same terms and conditions entered into by all other participating agencies. The Boeing Company shall also be exempt from all initial contributions required under Paragraph IV.

IN WITNESS WHEREOF, the undersigned public agency has executed this Agreement on the date and year set forth below.

DATED this 12th day of APRIL, 1993.

By: Jan P. Deveny
Mercer Island
AGENCY

By: _____

King County Fire Protection District No. 16
Lead Agency

fire16interloc.agm