

INTERLOCAL AGREEMENT FOR OPERATION OF FIRE STATION

COPY

INTERLOCAL AGREEMENT for the joint operation of a fire station by and between:

CITY OF TEKOA, a municipal corporation of the State of Washington, hereinafter "CITY,"

and

WHITMAN COUNTY RURAL FIRE DISTRICT NO. 1, a fire protection district formed under the laws of Washington, hereinafter "DISTRICT."

PREMISES:

- A. The CITY and the DISTRICT are authorized under RCW Chapter 39.34 to enter into interlocal agreements for cooperation with respect to any power or authority that each may exercise separately.
- B. The parties have for many years cooperatively operated a fire department from a fire station located in the City of Tekoa to provide fire protection services in their respective jurisdictions. The parties have traditionally shared the costs of operating the fire department on an equal basis, with each party having its own, separate budget for funding its respective share of these costs.
- C. The parties now desire to memorialize their agreements to equally share the costs of operating a fire department from the existing fire station they share.

Now, therefore, in consideration of these premises, and in and for consideration of the benefits to be derived by each party under the terms of this agreement, it is agreed:

1. **Duration**. This agreement shall remain in full force and effect until it is terminated by either party as provided in Section 7, below.

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2. **Purpose.** The purpose of this agreement is to memorialize the parties' agreements to share the cost of operating a fire department from the existing fire station located in the City of Tekoa which they now share.

3. **Financing.** Each party shall pay one-half the cost of operating the fire department from the shared fire station, and each party shall be responsible for developing and maintaining its own budget for its share of the costs.

4. **Administration.** For the purposes of RCW 39.34.030(4)(a), the fire chief elected by the members of the joint fire department shall be designated as administrator of the fire department.

5. **Indemnification.** Each party shall hold the other harmless from any claims, injuries, death, or liabilities arising out of the operation, maintenance and use of the fire station, excepting any such claims, injuries, death, or other liabilities resulting from the willful or wanton acts of its officers, officials, or employees acting within the scope of their duties as officers, officials, or employees of the CITY (in the case of acts by CITY officers, officials, and employees) or the DISTRICT (in the case of acts by DISTRICT officers, officials, and employees).

6. **Default.** If either party defaults as to a material term or condition of this agreement, the other shall have the option of immediately terminating this agreement upon written notice to the other.

7. **Termination.** This agreement may be terminated:

- (A) upon the default of either party as set forth in Section 6, above;
- (B) upon the mutual, written agreement of the parties; or

- (C) upon written notice by either party to the other, given not less than 120 days before the termination shall become effective.

Upon termination of this agreement, any equipment, inventory, and other property purchased by the parties under the terms of this agreement shall become the property of both parties, as tenants-in-common.

8. **Notices.** Any notices required under the terms of this agreement shall be in writing and mailed by first class mail, postage prepaid, or delivered as follows:

To the CITY: City Clerk
City of Tekoa
P.O. Box 927
Tekoa, WA 99033

To the DISTRICT: Board of Commissioners
Whitman County Rural Fire District No. 1
P.O. Box _____
Tekoa, WA 99033

The CITY or DISTRICT may, by notice given in writing to the other, designate any further or additional addressees and addresses to which subsequent notices shall be sent or delivered.

9. **Governing Law.** This agreement shall be construed in accordance with and governed by the Constitution and laws of the State of Washington.

10. **Amendments.** This agreement may be amended at any time upon the written agreement of the parties.

11. **Severability.** If any one or more provisions of this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such

provision(s) shall be deemed severable from this agreement, and the remaining provisions shall remain in full force and effect.

DATED this 3 day of JUNE, 2005.

CITY OF TEKOA,

By: Richard L. Jentel
Mayor

Attest: Peppy Hooper
Clerk

WHITMAN COUNTY RURAL FIRE
DISTRICT NO. 1,

By: Ron McHargue
Chairman, Board of Commissioners

Attest: Jim Lawrence
District Secretary

STATE OF WASHINGTON)
) ss.
County of Whitman)

On this 3rd day of June, 2005, before me personally appeared Peggy Hagan, to me known to be the Mayor of the City of Tekoa that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Tekoa for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

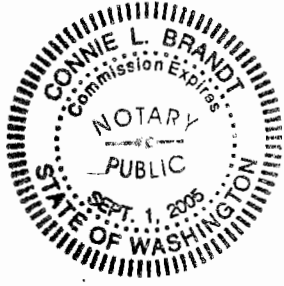


Sara Ann Foster
Print Name: Sara Ann Foster
NOTARY PUBLIC in and for the State of
Washington, residing at Rosalia, WA.
My commission expires Nov 1, 2008.

STATE OF WASHINGTON)
) ss.
County of Whitman)

On this 3 day of June, 2005, before me personally appeared RONALD M MCHARGUE, to me known to be the Chairman of the Board of Commissioners of Whitman County Rural Fire District No. 1 that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Board of Commissioners of Whitman County Rural Fire District No. 1 for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Connie L. Brandt

Print Name: CONNIE L. BRANDT
NOTARY PUBLIC in and for the State of
Washington, residing at TEKOA.
My commission expires 9-1-05.