

INTERLOCAL GOVERNMENT AGREEMENT REGARDING IN-SERVICE TRAINING SESSIONS

THIS AGREEMENT is made and entered into this 8th day of May, 2017, by the following governmental entities ("Participating Entities") ("Parties"):

City of Everett (hereinafter "Everett")
Marysville Fire District (hereinafter "Marysville")
Lake Stevens Fire (hereinafter Lake Stevens")

RECITALS:

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each agency is authorized by law to perform; and

WHEREAS, the Participating Entities provide firefighting and emergency services within their jurisdictions; and

WHEREAS, the Participating Entities are empowered by law to train their fire departments' personnel; and

WHEREAS, the Participating Entities conduct regular training sessions on various firefighting and emergency services topics; and

WHEREAS, the City of Everett Fire Department is often the host of the regular training sessions; and

WHEREAS, other Participating Entities may host the regular training sessions as well; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting, and participating in the regular training sessions;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

2.0 Scope of Services

2.1 Until notice of a change is given, in accordance with Section 4 below, the Training Officers of Everett, Lake Stevens and Marysville shall meet quarterly to coordinate the facilities necessary to conduct regular sessions. The Departments shall schedule regular training sessions on various fire and emergency-related topics, and shall give reasonable prior notice to each Participating Entity (of the date, time and place where each training session will be held, and the nature of the topic for each regular training session).

2.2 Training for Participating Entities' personnel shall be jointly provided by the fire department personnel of the Participating Entities.

3.0 Effective Date and Term

The initial term of this Agreement shall commence on January 1, 2017, and it shall continue in effect through December 31, 2018, unless sooner terminated as provided under this agreement. Thereafter, this Agreement shall automatically renew and continue on a year-to-year basis, until terminated as provided under this Agreement.

4.0 Changes

4.1 This Agreement may be modified by mutual agreement of the Participating Entities. No such amendment shall be effective until it is reduced to writing and signed by all Participating Entities with the same formality as this Agreement.

5.0 Waiver

No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.0 Allocation of Liability/Insurance

6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity agrees to save, indemnify, defend and hold the other Participating Entities harmless from any allegations, complaints, or claims of wrongful or negligent acts or omissions, by said Participating Entity and/or its elected officers, agents, or employees. In the case of allegations, complaints, or claims against more than one Participating Entity, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Participating Entity, and each Participating Entity shall have the right to seek contribution from the other Participating Entities in proportion to the percentage of fault attributable to each other Participating Entity. A Participating Entity that has withdrawn from the agreement assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior

to the effective date of withdrawal.

6.2 Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to personal injury, death and property damage limits of not less than \$1,000,000 (one million dollars) per occurrence, or provide proof of self-insurance or of participating in an insurance pool acceptable to the city.

6.3 This Section 6 shall survive termination of this Agreement.

7.0 Legal Requirements

The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

8.0 Termination and Notice

8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension. Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

8.2 Termination shall not relieve a Participating Entity of its obligations as set forth in Section 6 and shall not entitle it to any refund of the payments made pursuant to Section 1, prior to the effective date of termination.

9.0 Governing Law- Entire Agreement- Severability

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of the Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

10.0 Agreement- Amendment

This Agreement contains the terms and conditions agreed upon by the Participating Entities. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities.

11.0 Execution of Multiple Counterparts

This Agreement and any Amendment thereto, may be reproduced in any number of

original counterparts. Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

12.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor, or, alternatively, posted on the website of each party.

13.0 No joint venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties (Participating Entities). Participating Entity employees who provide services under this Agreement shall at all times be considered employees of their respective Participating Entity and acting in their official capacities as employees of their respective Participating Entity. All rights, duties, and obligations of the employer and the employee shall remain with the individual jurisdiction/Participating Entity. Each Participating Entity shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purpose of the Interlocal Cooperation ACT, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

14.0 Liability/ No Third Party Beneficiaries

This Agreement is for the sole benefit of the Participating Entities and shall not confer third-party beneficiary status on any non-party to this Agreement. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson
Ray Stephanson, Mayor

ATTEST:

Sharon Jule
Clerk

APPROVED AS TO FORM:

Tim Benedict
By: Tim Benedict

LAKE STEVENS FIRE

By: KEVIN K. O'BRIEN
Its: FIRE CHIEF

ATTEST:

Sharon E. Pearson - District Secretary
Clerk

APPROVED AS TO FORM:

Ki Kober
By:

MARYSVILLE FIRE DISTRICT

By: MARTIN MCFALLS
Its: FIRE CHIEF

ATTEST:

Clerk

APPROVED AS TO FORM:

Martin McFalls
By:

Exhibit A

List each Participating Entity's contact person and address for notice purposes.

City of Everett
Fire Department
[Eric Hicks, Fire Chief]
2930 Wetmore Ave
Suite 7-A
Everett, WA 98201

Marysville Fire District
[Martin McFalls, Fire Chief]
1094 Cedar Ave
Marysville, WA 98270

Lake Stevens Fire
[Kevin O'Brien, Fire Chief]
1825 South Lake Stevens Road
Lake Stevens, WA 98258