

INTERLOCAL AGREEMENT

This Interlocal Agreement made this day by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal", and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas", East County Fire and Rescue, a municipal corporation organized and existing under the laws of the State of Washington, herein after referred to as "ECFR" and Clark County Fire District No. 3, herein after referred to as "Fire District No. 3".

RECITALS

1. The cities of Camas and Washougal and ECFR previously entered into a Interlocal Agreement regarding the use of a OHD 3000 Fit Tester SCBA Mask fit testing machine "Fit Tester" by those public agencies.

2. It has now come to the attention of the City of Washougal that Fire District No. 3 wishes to participate in the Interlocal Agreement. By entering into this Agreement the parties acknowledge that this Agreement subsumes the prior Agreement in its entirety.

NOW, THEREFORE, PURSUANT TO RCW 39.34, The Interlocal Cooperation Act, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

1. PURPOSE: The purpose of this Agreement is to provide for the purchase, maintenance and use of an OHD 3000 Fit Tester, hereinafter referred to as "Fit Tester".

2. TERMS OF THE AGREEMENT: The parties to this Agreement acknowledge that the City of Washougal has expended the sum of eighty-nine hundred twenty dollars and eighty cents (\$ 8,920.80) for the purchase of an OHD 3000 Fit Tester and Accessories. That within thirty (30) days of entering into this Agreement "Camas", "ECFR" and " Fire District No. 3" shall pay to "Washougal" the sum of twenty-two hundred thirty dollars and twenty cents

(\$ 2,230.20) for the purchase of an OHD 3000 Fit Tester and accessories. The parties entering into this Agreement "Camas" and "ECFR" and "Fire District No. 3" and "Washougal" will each acquire an equal twenty-five percent (25%) ownership of the "Fit Tester" machine. Any party that has previously paid their proportionate share of the ownership of the "Fit Tester" shall receive a refund of the difference between the one-third (1/3) share paid and the twenty-five percent (25%) amount under this Agreement.

That it is further agreed by the parties to this Agreement that the "Fit Tester" shall be primarily housed at Camas Fire Department to allow for "Camas" to be able to arrange for maintenance and service of the "Fit Tester". However, the parties agree to rotate the "Fit Tester" on a quarterly basis between agencies for their use. Each party to this Agreement will be responsible for one-fourth (1/4) of the yearly service and maintenance costs to be arranged by "Camas" to be billed to each agency during the first quarter of each calendar year, except that any major repair, exceeding one thousand (\$ 1,000.00) dollars shall be pre-approved by each agency's Chief. Each agency is responsible for the cost of their own supplies.

3. ADMINISTRATION: No new legal entity will be created to administer this Agreement, but the Fire Chiefs of each of the parties involved agree to cooperate with each other to best utilize the services of the "Fit Tester" for its intended purposes.


4. DURATION: This Agreement shall be effective for a period of two (2) years but may be terminated without cause upon ninety (90) days written notice to the other parties to this Agreement. Any entity opting out of this Agreement as outlined herein shall forfeit any ownership interest in the "Fit Tester" or claim for refunds of money previously paid.

5. MODIFICATION: This Agreement may be modified or amended only by written agreement and modifications shall be approved by each of the parties of this Agreement.

6. EFFECTIVE DATE: This Agreement shall be effective upon the signature by all of the respective parties hereto and upon filing with the Clark County Auditor or, alternatively, listing by subject matter on each public agencies website or other electronically retrievable public source.

7. HOLD HARMLESS AND INDEMNIFICATION: Each party to this Agreement agrees to hold harmless any other party to this Agreement, its elected officials, officers, volunteers and employees from any liability relating to any claim related to the sole negligence of that party.

DATED this 17th day of November, 2008.

By: 
Mayor of the City of Camas

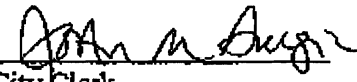
By: _____
Mayor of the City of Washougal

East County Fire & Rescue

Clark County Fire District No. 3

By: 
Board Chairman

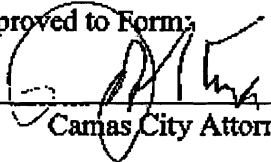
By: 
Board Chairman

Attest: 
Camas City Clerk

Attest: _____
Washougal City Clerk

Approved to Form:

Approved to Form:


Camas City Attorney

Washougal City Attorney