

INTERLOCAL COOPERATION AGREEMENT BETWEEN
FIRE DISTRICTS' #11, #13, #17 AND THE CITY OF ANACORTES

1. Parties

- 1.1 Fire District #11, hereafter referred to as "District 11" is a fire protection district organized under the State of Washington law Title 52.
- 1.1 Fire District #13, hereafter referred to as "District 13" is a fire protection district organized under the State of Washington law Title 52.
- 1.1 Fire District #17, hereafter referred to as "District 17" is a fire protection district organized under the State of Washington law Title 52.
- 1.1 The City of Anacortes, hereafter referred to as "City" is a non-chartered code city organized under the laws of the State of Washington law Title 35.

2. Purpose

- 2.1 Each party possesses the authority to procure, share goods, services and to dispose of property, and as such, may cooperate in accordance with RCW 39.34.080.
- 2.2 Each party desires to enter into an interlocal agreement to cooperatively share in the purchase, maintenance, use of a live fire training prop and delivery of a firefighter II training program throughout the agencies within the West Skagit region, in order to fulfill the requirements of this grant.
- 2.3 Each party agrees to the following responsibilities to ensure the grant requirements are met:
 - The City agrees to procure, manage the grant reporting requirements, organize the maintenance and training funds, and invoice each party in accordance with this agreement.
 - The Districts' agree to participate with the City to coordinate the disbursement of funds, maintenance of the infrastructure, establishment of procedures, and inspection of equipment.

3. Duration

- 3.1 This agreement shall be in effect until modified or terminated in accordance with paragraph 9.

4. Organization

- 4.1 No separate legal or administrative entity is created by this agreement.

5. Administration

- 5.1 Neither party is authorized to bind the other to any contract or obligation.
- 5.2 Each party shall be responsible for its own compliance with any applicable procurement, financial, or audit procedures.
- 5.3 To the extent that any joint administration is required under this agreement, the cooperating department heads of the Districts' and the City shall constitute a joint board responsible for such administration.
- 5.4 The Joint board shall meet as often as necessary to establish any necessary policies and procedures to facilitate the objectives of this agreement.
- 5.5 The Joint Board will administer the program and oversee the maintenance of the mobile live fire training prop, policies, procedures, and other related issues.
- 5.6 Decisions shall be by simple majority vote at any regular meeting. A quorum shall require all members to be present.
- 5.7 Each party agrees to share in the "non-federal" as follows:
 - A formula to determine each agency share is determined by multiplying 50% of the valuation plus 50% of the total number of firefighters to a factor that amount to the participant share.
- 5.8 A latecomers agreement is hereby established:
 - If other parties agree to participate in the regional live fire training prop, the same formula outlined in 5.8 shall be determined and then disbursed to each current agency in the same proportion as the formula in 5.8.
- 5.9 A fund to provide maintenance of the unit shall be established and managed by the City. The annual amount shall be established by the joint board, and then each participating agency shall pay an even amount to keep the fund active.

6. Modification and Termination

- 6.1 Either party may terminate this agreement upon written notice of termination to the other party.
- 6.2 This agreement may be modified only by mutual written agreement.

7. Applicable Law and Conformance

- 7.1 This agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

8. Jurisdiction and Venue

- 8.1 Any dispute or proceeding arising out of this agreement shall be submitted to the Superior Court of the State of Washington for Skagit County.

Fire Protection District #11

Pat Cummins (Signature)

CA Dennis (Signature)

Thomas R. Walsh (Signature)

By PAT CUMMINGS (Print)

By CA Dennis (Print)

By Thomas R. Walsh (Print) T.R. Walsh

Title COMMISSIONER (Print)

Title Commissioner (Print)

Title Commissioner (Print) COMMISSIONER

Date: 10/09/12

Date: 10/9/2012

Date: 8-14-12 10-9-2012

Fire Protection District #13

Chris Hedlund (Signature)

James L. Grove (Signature)

Douglas S. Avery (Signature)

By Chris Hedlund (Print)

By JAMES L GROVE (Print)

By Douglas S. Avery (Print)

Title COMM (Print)

Title Comm (Print)

Title Comm (Print)

Date: 3-27-2012

Date: 3-27-12

Date: 3-27-12

Fire Protection District #17

Richard T. Nicolls (Signature)

A.J. Bogosian (Signature)

Thomas R. Walsh (Signature)

By R.T. NICOLLS (Print)

By A.J. BOGOSIAN (Print)

By Thomas R. Walsh (Print)

Title COMMISSIONER (Print)

Title COMMISSIONER (Print)

Title Commissioner (Print)

Date: 14 AUG 2012

Date: AUGUST 14, 2012

Date: 8-14-12

City of Anacortes

ATTEST: Steve Hoglund

Steve Hoglund, Finance Director

H. Dean Maxwell

By: H. Dean Maxwell

Title: Mayor

Date: 6/19/12