

**INTERLOCAL AGREEMENT FOR THE PROVISION OF
INCIDENT COMMAND SERVICES AND TRAINING**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **GRANT COUNTY FIRE PROTECTION DISTRICT NO. 13** (the "District" or "District 13"), the **CITY OF EPHRATA** ("Ephrata") [Ephrata and Grant #13 may be collectively referred to herein as the "Service Providers"] and the **CITY OF SOAP LAKE** ("Soap Lake").

WHEREAS, Soap Lake has a volunteer fire department but desires to contract for the provision of incident command services; and

WHEREAS, the District and Ephrata are willing to provide incident command services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Incident Command Services.** District 13 and Ephrata will provide incident command services (the "Services") to Soap Lake on the terms and conditions provided herein. The allocation of the incident command duties described herein between District 13 and Ephrata shall be the subject of a separate agreement between Ephrata and District 13.
2. **Training.** During the term of this Agreement, Soap Lake shall be permitted to participate in training programs operated by Ephrata and/or District 13.
3. **Compensation.** During the term of this Agreement, Soap Lake shall pay District 13 and Ephrata a monthly payment of One Thousand Two Hundred Dollars (\$1,200), payable on or before the first day of each month, commencing on December 1, 2006.
4. **Reporting.** District 13 and Ephrata shall apprise Soap Lake at regular intervals with respect to the provision of Services under the terms and conditions of this Agreement.
5. **Term.** This Agreement shall be effective on December 1, 2006 and shall continue for twelve (12) months until November 30, 2007, this agreement will automatically renew unless terminated earlier as provided herein or extended by mutual agreement of the parties. This Agreement may be terminated earlier by any party upon sixty (60) days written notice.
6. **Independent Governments.** The parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically and without limiting the foregoing, District 13 and Ephrata shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to Soap Lake.
7. **No Preferential Service.** District 13 and Ephrata shall assign the resources available to them without regard, but rather based upon the operational judgment of District 13 and Ephrata.

8. **Insurance.** For the duration of this Agreement, each party shall maintain insurance as follows:

- a. Each party shall maintain its own insurance; insuring damage to its own fire stations, real and personal property and equipment.
- b. Soap Lake shall maintain an insurance against liability for bodily injury and property damage arising out of Soap Lake's responses to incidents. Such insurance shall be in an amount not less than one million dollars (\$1,000,000.00) per occurrence and shall name the Service Providers as additional insured's, with respect to this agreement.

9. **Cross Release.** Except as specifically provided in this Agreement, the Service Providers and Soap Lake do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the parties. It is the intent of the parties to cover this risk with the insurance noted herein.

10. **Indemnification; Hold Harmless.** Soap Lake agrees to defend, indemnify and hold harmless the Service Providers, their officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witnesses' fees, losses and judgments arising out of this Agreement, except for the negligent or intentional acts or omissions of the Service Providers' officers, officials, employees and volunteers in connection with the performance of the Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

District 13:

Grant County Fire Protection District No. 13 Fax: (509) 717-0036
1227 Berschauer Industrial Park
P.O. Box 812
Ephrata, WA 98823-0812

Soap Lake:

Soap Lake City Hall Fax: (509) 246-1213
239 2nd Ave SE
Soap Lake, WA 98851

Ephrata:

City of Ephrata Fax: (509) 754-0912
121 Alder Street S.W.
Ephrata, WA 98823

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt

or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

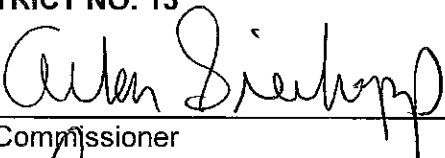
12. **No Benefit to Third Parties.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

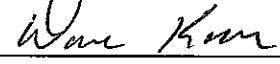
13. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

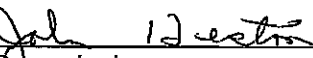
14. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

Dated this 11 day of December, 2006.

**GRANT COUNTY FIRE PROTECTION
DISTRICT NO. 13**

By: 
Commissioner


By: 
Commissioner

By: 
Commissioner

CITY OF EPHRATA

By: 
Title: 13 DECEMBER 2006

CITY OF SOAP LAKE

By: 
Title: MAYOR