

Inter-local Agreement

between

Spokane Valley Fire Department

And

Spokane County Fire District 8

This agreement is entered into by and between the Spokane Valley Fire Department and the Spokane County Fire District 8, both municipal corporations created and existing under the laws of the State of Washington pursuant to the provisions of the Washington State Interlocal Cooperation Act, RCW Chapter 39.34 in consideration of the terms and conditions set forth below.

It is further agreed by both Spokane Valley Fire Department and Spokane County Fire District 8 that it is advantageous and cost affective to share resources. The Spokane Valley Fire Department and Spokane County Fire District 8 have come together to execute an Inter-local agreement with the intent of the Spokane Valley Fire Department loaning Spokane County Fire District 8 their Portacount SCBA Fit testing equipment for the purpose of annual SCBA face piece fit testing for Spokane County Fire District 8 employees only.

To this end the parties agree to the following:

1. Property Ownership: The Fit Testing Apparatus/Equipment (PortaCount and adapters) is currently and shall remain the sole property of the Spokane Valley Fire Department.
2. Availability: The Spokane Valley Fire Department agrees to make the equipment available to Spokane County Fire District 8 from May 1st to August 31st of each calendar year. The unit will be unavailable from Sept. 15th thru October 31st due to the required annual calibration.
3. Calibration: A copy of the manufactures annual calibration cost invoice shall be forwarded to both agencies and the annual calibration cost shall be equally shared by both agencies. The unit must be sent to the manufacturer for mandatory annual calibration no later than Sept. 15th of each year.
4. Maintenance: In the case of maintenance or repairs to the fit testing equipment (Portacount unit including the MSA face piece adapter and the LS 200 face piece adapter) the parties agree to equally share the cost of parts and labor.

5. Property: No property, real or personal, will be jointly acquired as a result of this agreement.
6. Indemnification: The Spokane County Fire District 8 agrees that to the extent permitted by law, it agrees to indemnify, hold harmless, and defend Spokane Valley Fire Department, it's officers, agents, and employees, from and against any and all claims, losses, or liabilities for injuries to persons and/or property, arising out of any negligent act, error, or omission of Spokane County Fire District 8, it's officers, agents or employees, in performing the actions required under this agreement. The Spokane Valley Fire Department agrees that to the extent permitted by law, it agrees to indemnify, hold harmless, and defend Spokane County Fire District 8, it's officers, agents, and employees, from and against any and all claims, losses, or liabilities for injuries to persons and/or property, arising out of any negligent act, error, or omission of Spokane Valley Fire Department it's officers, agents or employees, in performing the actions required under this agreement.
7. Notices: Any notices to be given under this agreement shall be delivered in person or by mail to the parties at the following addresses:

To the Spokane County Fire District 8: Chief Bill Walkup (or the then presiding Fire Chief)

To the Spokane Valley Fire Department: Chief Mike Thompson (or the then presiding Fire Chief)
8. Litigation: In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the county where the defendant maintains its principle place of business, Spokane County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees.
9. No Waiver: Nothing in this document shall be deemed a waiver or relinquishment by either party to any rights, actions or claims against the other party for any material breach of this agreement. Further, any party's failure to insist upon strict performance of the other party's covenants or agreements or to exercise any rights shall not be deemed a waiver or relinquishment by such party, any such covenants, agreements and rights shall continue in full force and effect.
10. Entire Agreement: the parties agree that this document incorporates their entire agreement with respect to the matters covered by this agreement. The parties further acknowledge that any oral representation or understandings not included in this agreement are excluded and agree that any modification of this agreement shall have no force or effect unless in writing signed by both parties.
11. Modification: This agreement may be modified in writing by mutual written agreement of the parties. Proposals for modification shall be submitted to the other party at least ninety (90) days before the end of the calendar year.

12. Duration of Agreement: This agreement shall commence on September 15, 2012 and continue to be in effect on an annual basis thereafter unless one of the parties provides notice as set forth in this document. This agreement shall automatically be renewed from year to year thereafter effective January 1st to December 31st. All renewals shall be subject to all terms and conditions set forth herein or as amended pursuant to section 11.

13. Termination of Agreement for Convenience: Either party may terminate this agreement without reason or cause by providing written notice of such termination at least one hundred and eighty (180) days in advance of the termination.

IN WITNESS THEREOF, the parties have executed this Agreement on this 10 day of September, 2012.

SPOKANE VALLEY FIRE DEPARTMENT

SPOKANE COUNTY FIRE DISTRICT 8

By: Mike Thompson

By: Kevin Brown

Title: Fire Chief

Title: Fire Chief