

**INTERLOCAL AGREEMENT FOR MAINTENANCE SERVICE**

This Agreement is entered into by and between Northern Lakes Fire Protection District (NLFPD) and Spokane Valley Fire Department (SVFD), both municipal corporations created and existing under the laws of the State of Washington.

**RECITALS**

- A. Spokane Valley Fire Department presently furnishes routine and preventative vehicle maintenance services for its own fire protection vehicles.
- B. Northern Lakes Fire Protection District is interested in contracting for routine and preventative vehicle maintenance services for its own fire protection vehicles.
- C. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- D. This Agreement is entered into 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, the parties agree as follows:

**AGREEMENT**

**1. Services**

SVFD agrees to provide preventative vehicle maintenance services and repairs to NLFPD in a manner necessary to maintain NLFPD vehicles in good working order, and shall include any enhancements or improvements to the vehicles as necessary. These services shall also include maintenance of all suitable records of all services provided under this Agreement (including all maintenance records for NLFPD vehicles) and all inspections performed in accordance with this Agreement for a minimum of three years from the date said services were provided. All such records shall be available for inspection or audit by NLFPD or its authorized agent, upon reasonable notice, during SVFD's regular business hours.

**2. Compensation**

As consideration for the provision of Services outlined in paragraph 1, NLFPD agrees to pay SVFD an hourly rate of \$85.00 per hour plus a 15% mark up for all parts not stocked on services performed pursuant to Section 1. SVFD will provide NLFPD with a detailed invoice for the services performed. NLFPD agrees to pay within 30 days of receipt of said invoice. The hourly rate may be renegotiated each June for the following year.

**3. Scheduling Services**

NLFPD will contact the SVFD Maintenance Supervisor to schedule in advance Services outlined in Section 1.

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### 4. Duration

The Agreement shall commence on January 1, 2010 and continue to be in effect on an annual basis thereafter unless one of the PARTIES' provides notice as set forth in Section 6.

This Agreement shall automatically be renewed from year to year thereafter effective October 1<sup>st</sup> to September 31<sup>st</sup>. All renewals shall be subject to all terms and conditions set forth herein or as amended pursuant to Section 8.

### 5. Property

No real or personal property will be jointly acquired as the result of this Agreement.

### 6. Termination of Agreement

The parties may terminate this Agreement as follows:

A. For Convenience. Either party may terminate this Agreement without reason or cause by providing the other party written notice of such termination at least ninety (90) days in advance of the termination.

B. No Waiver. Nothing in this paragraph 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, and such covenants, agreements and rights shall continue in full force and effect.

### 7. Indemnification

NLFPD agrees that to the extent permitted by law, it agrees to indemnify, hold harmless, and defend SVFD, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries to persons and/or property, arising out of any negligent act, error, or omission of NLFPD, its officers, agents or employees, in performing the actions required under this Agreement. SVFD agrees that to the extent permitted by law, it agrees to indemnify, hold harmless, and defend NLFPD, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries to persons and/or property arising out of any negligent act, error, or omission of SVFD, its officers, agents or employees in performing the actions required under this Agreement.

### 8. 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.

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**9. Notices**

Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

To Northern Lakes Fire Protection District:    Chief Dean Marcus  
 (or the then presiding Chief)

Spokane Valley Fire Department:                    Chief Mike Thompson  
 (or the then presiding Chief)

**10. 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, either Spokane County or Kootenai County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees.

**11. Severability**

In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

**12. 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 representations 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.

Executed on this 8<sup>th</sup> day of December, 2009

<p><b>NORTHERN LAKES FIRE PROTECTION DISTRICT</b></p>	<p><b>SPOKANE VALLEY FIRE DEPARTMENT</b></p>
<p>By: <u>Terry J. Thompson</u>              Terry J. Thompson, Fire Commissioner</p>	<p>By: <u>Mike Thompson</u>              Fire Chief</p>
<p>Its: <u>Board Chairman</u></p>	