# INTERLOCAL AGREEMENT
# BETWEEN CITY OF CHEHALIS AND RIVERSIDE FIRE AUTHORITY
# REGARDING MAINTENANCE AND OPERATION
# OF EMERGENCY COMMUNICATIONS SYSTEM

**THIS INTERLOCAL AGREEMENT** is entered into and effective this 1st day of January, 2015, by and between the City of Chehalis (hereinafter "the City") and Riverside Fire Authority (hereinafter "RFA"), both of which are municipal corporations under the laws of the State of Washington.

WHEREAS, the City of Chehalis utilizes the emergency communications system of Riverside Fire Authority for dispatching and emergency responses within the City of Chehalis; and

WHEREAS, Riverside Fire Authority incurs maintenance and operations costs with respect to the two-way radio system used for such emergency communications; and

WHEREAS, both municipal corporations may enter into interlocal cooperative agreements pursuant to chapter 39.34 of the Revised Code of Washington;

**NOW, THEREFORE,** it is hereby agreed between the parties:

## 1. PURPOSE.

The purpose of this agreement is to provide reasonable compensation annually to RFA for the City's fair share of the maintenance and operations costs for the City's use of the emergency communications system of RFA, for the City's needs relative to dispatching and emergency responses.

## 2. PROGRAM DELIVERY.

The RFA will continue to operate and maintain the radio system so that the City can use such system for its dispatching and emergency responses. No separate legal or administrative entity is created by this agreement, which shall be administered by the RFA's Fire Chief. No real or personal property shall be acquired, held or disposed of under this agreement.

## 3. TERM OF AGREEMENT.

The term of this Agreement shall be for one year after the effective date hereof, **provided** that this agreement shall be automatically renewed from year to year unless terminated or modified in accordance with the provisions hereof. The parties agree to review the program shortly before the end of the annual term to determine if changes need to be made. Either party may terminate their participation during the term of this agreement, or any renewal term, by providing 90 days written notice to the other party.

4. **CONSIDERATION.**

In consideration for the services provided by RFA, the City will pay the RFA $5,000.00 annually, payable within 30 days after receipt of the invoice.

5. **EMPLOYER/EMPLOYEE RELATIONSHIP.**

It is understood and agreed by the parties that any employee of either party providing services pursuant to this Agreement, shall be and remain an employee of their usual employer. He/she shall not be deemed an employee of the other party, even though he/she may operate at times under the direct supervision and control of the other agency's officials for the limited purposes of this agreement. Nothing contained in this Agreement shall create the relationship of master and servant or employer and employee, as between the agency served and the other agency's employee. He/she shall not be considered an independent contractor, but rather a continuing employee of the regular employer.

6. **OTHER PROVISIONS.**

**The following standard provisions also apply:**

1. **Integrated Agreement.** This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document. The agreement may be modified or amended only by supplemental written agreement hereafter negotiated by the parties.
2. **No Third Party Beneficiary.** The provisions of this interlocal agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this agreement. The agreement between the parties is only intended to create rights and/or obligations as between the signatory parties.
3. **Governing Law.** This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of a dispute that has completed arbitration or has been held ineligible for arbitration, the venue shall lie in Lewis County, Washington.
4. **Arbitration of Disputes**. It is the intent of all parties to this agreement that disputes, if any, between any of the parties hereto shall be resolved as informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the parties agree that mediation may be used. If the parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the parties sharing the costs proportionately, depending upon how many of the parties are involved in the dispute. Only if arbitration is

unsuccessful or declared by a court to be inapplicable to the dispute shall the parties proceed to Superior Court.

5. **Construction/Interpretation.** This Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.

6. **Hold Harmless/Indemnification.** Each of the parties which are signatories hereto, by executing this agreement, are deemed to hold harmless and indemnify any and all other parties for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of any of the other parties, with respect to their own negligence, errors and omissions. Each party, therefore, remains solely liable for their own sole negligence, errors or omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties acting on their behalf. The respective parties to the interlocal agreement are not deemed to be agents of each other for purposes of this agreement.

7. **Waiver of Breach.** The failure of any party to this agreement to insist upon strict performance of any of the covenants and agreements contained in this agreement, or to exercise any option or right conferred by this agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which shall all be and remain in full force and effect.

8. **Industrial Insurance Waiver.** With respect to the performance of this agreement and as to claims against any of the parties, their officers, agents, and employees, each party expressly waives its immunity to the other parties only, under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the parties to this agreement.

9. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. Each party shall include the applicable address below the signature block hereof.

**RIVERSIDE FIRE AUTHORITY**
**GOVERNANCE BOARD**

| | |
|---|---|
| Chairman | Board Member |
| Vice-Chair | Board Member |
| Board Member | Board Member |

ATTEST:

_____
Board Secretary

APPROVED AS TO FORM:

_____
RFA Attorney

Address for Notices: _____

_____

THE CITY OF CHEHALIS

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Address for Notices: _____

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