

LEWIS COUNTY A
INDEXING FOR



AGR \$23.00

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05/19/2003 10:29F
Lewis Co, WA

AFTER RECORDING RETURN TO:

City Clerk
City of Chehalis
PO Box 871
Chehalis, WA 98532

PLEASE PRINT OR TYPE ALL INFORMATION

DOCUMENT TITLE(S) (OR TRANSACTIONS CONTAINED THEREIN):

Interlocal Agreement for Water
Rescue Response

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED/RELEASED:

/

GRANTOR/BORROWER (LAST NAME FIRST, FIRST NAME AND INITIALS):

Reciprocal agreement
Between City of Chehalis and
Lewis County Fire District No. 12

ADDITIONAL NAMES LISTED ON PAGE / OF DOCUMENT.

GRANTEE/ASSIGNEE/BENEFICIARY (LAST NAME FIRST, FIRST NAME AND INITIALS):

Reciprocal agreement
Between City of Chehalis and
Lewis County Fire District No. 12

ADDITIONAL NAMES LISTED ON PAGE / OF DOCUMENT.

LEGAL DESCRIPTION (ABBREVIATED: I.E. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE)

NA

COMPLETE LEGAL DESCRIPTION IS LISTED ON PAGE _____ OF DOCUMENT.

ASSESSOR'S TAX PARCEL NUMBER(S)

NA

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.



INTERLOCAL AGREEMENT FOR WATER RESCUE RESPONSE

THIS AGREEMENT is made and entered into this 14th day of May, 2003, by and between **CITY OF CHEHALIS, WASHINGTON, a municipal corporation**, hereinafter referred to as "City", and **LEWIS COUNTY FIRE DISTRICT NO. 12**, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, both City and District have a need for prompt and qualified response to water rescue situations; and

WHEREAS, District currently has a water rescue team in place and City is currently providing for the placement and training for a water rescue team; and

WHEREAS, it is the desire of the parties to this agreement to join forces, cross-train, and enter into a mutual aid agreement for response for all water rescue incidents occurring in the jurisdictions of both entities; and

WHEREAS, it is the desire of the parties to this agreement to reduce their respective obligations and benefits to writing pursuant to Chapter 39.34, Revised Code of Washington, which provides for interlocal agreements for the public benefit; now, therefore,

IN CONSIDERATION of the above-referenced recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this agreement shall commence on the 14th day of May, 2003, and terminate one (1) year thereafter. This agreement may automatically renew itself for one-year terms unless otherwise agreed to by the parties hereto.



2. **Interagency Cooperation.** District and City agree that no separate board or entity shall be created to administer the purposes of this interlocal agreement. Rather each entity shall act together for purposes of cooperating in the training, certification, equipping, and mutual response necessary to provide water rescue services for each entity.

3. **Implementation.** It is the intent of the parties to this agreement that each entity shall have a certified "water rescue team" for the benefit of each jurisdiction. Each entity shall provide sufficient personnel, equipment, and training to certify a sufficient number of personnel for a water rescue team. All training for each entity may be done jointly, and cross-training is encourage so as to be certain that all members of the water rescue teams of each jurisdiction are fully trained in all swift water and standing water rescue requirements.

4. **Mutual Aid.** This agreement hereby creates a mutual aid agreement by and between District and City, whereby in the event there is a water rescue need for either jurisdiction, the other shall provide mutual aid upon call for said water rescue services.

5. **Termination.** This agreement shall be year to year and shall be renewable automatically from year to year. This agreement may be terminated upon thirty (30) days' request of either party.

6. **Property.** It is not anticipated that any real property would be acquired by the parties solely because of this agreement.

7. **Equal Opportunity.** The parties to this agreement are equal opportunity employers.



8. **Assignment.** This agreement or any interest herein or claim hereunder shall not be assigned or transferred in whole or in part by any party to this agreement to any other entity without the prior written consent of all the jurisdictions obligated herein.

9. **Severability.** If any portion of this agreement is changed from mutual agreement or any portion is held invalid, the remainder of this agreement shall remain in full force and effect.

10. **Waiver or Breach.** A waiver by any party hereto of a breach of any other party hereto of any covenant or condition of this agreement shall not impair the right of the parties to avail themselves of any subsequent breach hereof.

11. **Notices.** Unless stated otherwise, all notices and demands shall be in writing and sent to the party at their address as follows:

City:	City of Chehalis P. O. Box 871 Chehalis, Washington 98532;
District:	Lewis County Fire District No. 12 1818 Harrison Avenue Centralia, Washington 98531.

12. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the state of Washington. Venue for any action to enforce or interpret this agreement shall lie in the Superior Court of the State of Washington for Lewis County.

13. **Filing With County Auditor.** A copy of this agreement shall be filed with the Lewis County Auditor pursuant to RCW 39.34.040.



AGR \$23.00

EXECUTED IN DUPLICATE on the date and year first above written.

CITY OF CHEHALIS, WASHINGTON

By David M. Campbell
Name: David M. Campbell
Title: City Manager

Attest: Caryn Foley
Name: Caryn Foley
Title: City Clerk

CITY

LEWIS COUNTY FIRE DISTRICT NO. 12

By Curt Watson
Name: CURT WATSON
Title: Commission Chair

By Mike Tomashek
Name: MIKE TOMASHEK
Title: Commissioner

By Tom Davidson
Name: TOM DAVIDSON
Title: Commissioner

DISTRICT