

CASCADIA CONSERVATION DISTRICT – CHELAN COUNTY FIRE DISTRICT 1

**2019 INTERLOCAL COOPERATIVE AGREEMENT
FOR
TECHNICAL ASSISTANCE, PROJECT COORDINATION AND SUPPORT SERVICES**

THIS INTERLOCAL COOPERATIVE AGREEMENT for technical assistance, project coordination and support services (“Agreement”) is entered into by and between the Cascadia Conservation District, a quasi-municipal corporation under the laws of the State of Washington, (“District”) and the Chelan County Fire District 1 (“CCFD1”), and sometimes collectively referred to as the “Parties,” exercising their lawful powers and authority pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

1. **EFFECTIVE DATE and DURATION:** This Agreement shall take effect upon signature by both parties and shall run for a total of five (5) years, at which time the agreement may be extended by mutual agreement by both parties as an amendment to this agreement, unless otherwise modified or terminated.
2. **PURPOSE and SCOPE OF WORK:** The purpose of this Agreement is for CCFD1 and the District to provide each other, from time to time and on an as-needed basis, services such as technical assistance, project coordination and project support related to various projects and efforts within Fire District 1 in Chelan County. Specific services shall be identified from time to time in Work Orders and agreed to by the District and CCFD1. These Work Orders may specify services to be provided by one of the Parties to the other or may describe cooperative projects and the various contributions and reimbursements to be provided or received by each of the Parties.
 - 2.1. In no event may either party perform, under this Agreement or any Work Order, activities within the scope of the general definition of professional practice in chapters 18.08, 18.43, or 18.96 RCW.
 - 2.2. In no event may either party perform, under this Agreement or any Work Order, work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein (“Public Work”), except to the extent that such Public Work is exempt from competitive bidding requirements under Washington law.
3. **ADMINISTRATION, PROPERTY AND EQUIPMENT:** No separate legal or administrative board or entity is created by this Agreement.
 - 3.1. The Parties are not acquiring property or equipment together. All property and equipment shall be returned to its owner upon termination of the Agreement.
 - 3.2. During the term of this Agreement, any renewal, requests for services or Work Orders shall be communicated between the District administrator and the department head or designee at CCFD1 for which services are being provided or requested.
 - 3.3. CCFD1 and the District shall meet upon request and/or report to each other on a regular basis or as otherwise requested by either party regarding services provided.

4. FINANCES:

- 4.1. Specific responsibilities of the Parties are outlined in Work Orders issued as needed by the Parties. Parties' services shall be provided as described in the various Work Orders or as modified by agreement of the Parties.
- 4.2. CCFD1 and the District shall provide each other with a record of all hours spent for services rendered in the Work Order, identifying, at a minimum, the following: (a) the date upon which services were provided; (b) the individual performing the services; (c) a brief description of services provided; (d) mileage; and (e) other expenses as outlined in the associated exhibit. If no work occurs no report will be required. CCFD1 and the District shall submit these itemized billing at least once per month.
- 4.3. The parties enter into this agreement with the understanding that the total cost of services described herein shall not exceed the amounts specified in the Work Orders as issued, except as provided herein.
- 4.4. The parties shall pay amounts amount identified within the Work Order within thirty (30) days of receipt of a completed invoice, provided that said invoices are properly itemized and contain authorized expenses.

5. TERMINATION and AMENDMENT:

- 5.1. Except as provided otherwise herein, either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party's designated representative, either personally by or by certified first class US mail. Notice shall specify an effective date of termination not less than thirty (30) days from the date of personal delivery, or if by mail, from the date the notice is postmarked.
- 5.2. This Agreement may be amended in writing by duly authorized officials of CCFD1 and the District.
- 5.3. In the event of termination, the Parties shall be responsible for payment of invoiced reimbursable expenses obligated or expended to the date of termination. In no case, however, shall such compensation exceed the original amount of the Work Order as approved or as amended by the parties.

6. CONTACT INFORMATION: The Parties' designated representatives and their contact information is as follows:

Cascadia Conservation District
Attention: Peggy Entzel, District Administrator
14 N Mission St
Wenatchee, WA 98801

Chelan County Fire District 1
Attention: Fire Chief
P.O. Box 2106
Wenatchee, Washington 98807

The Parties shall notify each other in writing of any changes of address.

7. LEGAL RELATIONS:

- 7.1. The District shall defend, indemnify and hold CCFD1 harmless from and against any and all liability, loss, or damage incurred as a result of claims, demands or actions resulting from any activity undertaken as a part of this Agreement and caused by any negligent, reckless or intentional act or failure to act on the part of the District, its agents, officers, or employees. The District's duty to indemnify CCFD1 shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of CCFD1 or its agents or employees. The District's duty to indemnify CCFD1 for liability for damages arising out of claims caused by or resulting from the concurrent negligence of: (a) CCFD1, its agents or employees, and (b) the District, its agents, employees and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of the District, its agents, employees and lower-tier subcontractors or supplier of any tier.

THE DISTRICT AGREES THAT ITS OBLIGATIONS UNDER THIS SECTION EXTEND TO ANY CLAIM, DEMAND, AND/OR CAUSE OF ACTION BROUGHT BY, OR ON BEHALF OF, ANY OF ITS EMPLOYEES OR AGENTS. FOR THIS PURPOSE, THE DISTRICT, BY MUTUAL NEGOTIATION, HEREBY WAIVES, ONLY WITH RESPECT TO CCFD1, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

This provision shall survive termination of this Interlocal Agreement.

- 7.2. In the event that a dispute arises regarding any matter addressed in or related to this Interlocal Agreement and before any other action, the Parties agree to first attempt to resolve the dispute by a face-to-face meeting, or a by a telephone call, between the Parties' authorized representatives. The Parties agree to participate in a good faith negotiation to resolve any such dispute.
- 7.3. The services provided under this agreement are those of an independent contractor. The District's employees, volunteers and contractors are and will remain solely employees, volunteers, and contractors of the District, and not of CCFD1. CCFD1's employees, volunteers and contractors are and will remain solely employees, volunteers, and contractors of CCFD1, and not of the District.
- 7.4. The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties.
- 7.5. This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.
8. **CHANGES:** A Party may order in writing extra work or make changes by altering, adding to, or deducting from the Work Order, and the Work Order amount shall be adjusted accordingly. All Change Orders shall be in writing and signed by both Parties. The Party to whom a Change Order is directed shall not be liable for any additional work performed by Party performing the additional work unless such additional work has been incorporated into a Change Order. **NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK,**

ADJUSTMENT IN THE WORK ORDER AMOUNT SHALL BE VALID OR BINDING ON PARTY FROM WHOM ADDITIONAL COMPENSATION IS BEING REQUESTED.

9. **WAIVER:** Either party's waiver of a breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.
10. **COMPLIANCE WITH LAW:** Nothing in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between any provision of this Agreement and any statute, law, public regulation, or ordinance, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.
11. **GOVERNING LAW:** This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Venue for any action at law, suit in equity or other judicial proceeding for enforcement of this Agreement may only be instituted in a court of competent jurisdiction in Chelan County. The Parties expressly waive their right to a jury. In any action or dispute, each party shall be responsible for its own attorney fees and costs.
12. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed, and all of which together shall be deemed, one and the same document.
13. **RECORDS:** The Parties and other authorized representatives of the State shall have access to any book, document, paper and record of either party which are pertinent to this Agreement for the purposes of making audits, examination, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three (3) years after the final audit of the parties' completed projects, pursuant to this Agreement, unless a longer period is required to resolve audit findings or litigation or to satisfy applicable records retention requirements. In such cases, the parties may request, and the parties shall abide by, such longer period for record retention.
14. **INSURANCE:** Both parties shall secure and maintain in full force comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence for personal injury, death, sickness and property damage and aggregate coverage of \$2,000,000.00. Certificates of coverage required herein shall be delivered to either party within fifteen (15) days upon request. The Parties shall furnish evidence of this insurance upon request. Such evidence of insurance shall be in the form of an Insurance Certificate issued by an insurer satisfactory to Owner.
 - 14.1. The District shall provide insurance that: (1) names CCFD1 as an additional insured for liability arising out of the Work Orders, including completed operations losses, without qualification, limitation or reservation; (2) is endorsed to be primary and noncontributory with any insurance maintained by CCFD1; (3) does not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds; (4) contains a severability of interest provision in favor of CCFD1; and (5) contains a waiver of subrogation against CCFD1.

15. **FILING:** Pursuant to RCW 39.34.040 this agreement shall be filed with the Chelan County Auditor's Office or published on the Parties' website.
16. **INTERPRETATION:** This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.
17. **NONDISCRIMINATION:** Neither Party shall discriminate against any individual based on race, religion, color, sexual orientation, national origin, age, marital status, veteran status, or based on any sensory, mental or physical disability or the use of a trained guide dog or service dog by a disabled person.
18. **ENTIRE AGREEMENT:** This instrument embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements either oral or written, between the parties.

THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN THE PARTIES AND CONTAINS A LIMITED WAIVER OF IMMUNITY UNDER TITLE 51 RCW, AN INDEMNIFICATION AND A RELEASE

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below.

CASCADIA CONSERVATION DISTRICT

CHELAN COUNTY FIRE DISTRICT 1



 JOSH KOEMPEL, Chair



 BRIAN BRETT, Fire Chief

Date: 10/15/19

Date: 10/15/19