

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF WENATCHEE  
AND  
CHELAN COUNTY FIRE DISTRICT NO. 1**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into the last date below, by and between the City of Wenatchee (“City”), a municipal corporation, and the Chelan County Fire District No. 1 (“CCFD”), a municipal corporation. The City and CCFD are sometimes referred to individually as a “party” or together as the “parties,” as follows:

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW), and they wish to enter into an agreement pursuant to the Interlocal Cooperation Act.

WHEREAS, the City is located within the area that is served by CCFD.

WHEREAS, the City needs office space in the Northern part of the City to allow the Wenatchee Police Department (“WPD”) to conveniently access certain computerized data in that area, such as data located in the Spillman database and the National Crime Information Center.

WHEREAS, CCFD has surplus office space available at its fire station located at 206 Easy Street, City of Wenatchee, County of Chelan, State of Washington (“Office Space”).

WHEREAS, for the mutual benefit of the parties and to conserve public funds, it is convenient and economical for CCFD to allow the City the use of the Office Space.

NOW, THEREFORE, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to authorize the City, and specifically WPD, to use the Office Space.

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement.

2.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the Chief of Police for the City.

2.3 The following shall be the parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

City: Chief of Police  
Wenatchee Police Department  
P.O. Box 19  
Wenatchee, WA 98801  
509-888-4201

CCFD: Fire Chief  
Chelan County Fire District No. 1  
206 East Street  
Wenatchee, WA 98801  
509-662-4734

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the parties; and

3.1.2 Posting of this Agreement with the each of the parties websites.

3.2. This Agreement shall remain in effect until terminated as provided for herein.

3.3 Either party may terminate the Agreement by giving ten (10) calendar days written notice thereof to the other party.

3.4 Notice of intent to terminate this Agreement shall be served personally or by certified mail, return receipt requested, postage prepaid. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

3.5 Upon termination of this Agreement, WPD shall immediately, but no later than thirty (30) days after the effective date of termination, retrieve any personal property at the Office Space.

4. Use of the Office Space.

4.1 CCFD grants an exclusive license to the City to use, subject to all of the terms and conditions of this Agreement, the Office Space for the purpose of allowing WPD to have an office in the Northern part of the City of Wenatchee ("License").

4.2 The Office Space may be occupied and used by WPD solely for the purpose stated herein and for incidental purposes related to such use during the term of this Agreement.

4.3 WPD agrees to make no illegal or improper use of the Office Space.

4.4 The License does not include:

4.4.1 The storage of firearms or ammunition;

4.4.2 The storage or manufacturing of any "Controlled Substance" or "Narcotic" as those terms are defined by federal or state law;

4.4.3 The storage of perishable goods;

4.4.4 The use or storage of bio-hazard materials, including any container that may contain bio-hazard materials such as syringes;

4.4.5 The use or storage of any hazardous materials; or

4.4.6 The ability or right to make any alterations to the Office Space, with the exception of WPD placing a lock on the Office Space door, at the City's expense.

4.5 CCFD, at its own expense, shall provide the City with the use of:

4.5.1 Two workstation tables;

4.5.2 Two office chairs;

4.5.3 One metal locker;

4.5.4 Internet service;

4.5.5 Access to restroom facilities;

4.5.6 Access to the interior of the fire station so that WPD may access the Office Space, which is an internal office within the fire station.

4.6 WPD shall be responsible, at the City's expense, for the cleaning of the Office Space.

4.7 CCFD shall not access the Office Space without the express permission of WPD. CCFD shall not allow or permit any third parties to access the Office Space without the express permission of WPD.

5. Financing, Budget and Expenses.

5.1 No separate budget or financing method is created by this Agreement.

6. Acquired Property.

6.1 The parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6.2 Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

7. Maintenance and Audit of Records.

7.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2 These records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.

7.3 Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law.

8. Legal Relations.

8.1 The parties agree that WPD's relation to the CCFD shall be at all times under this Agreement as an independent contractor. Employees of the City and/or WPD are and will remain employees of City. Employees of CCFD are and will remain employees of CCFD.

9. Enforcement.

9.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

9.3 The Chelan County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

9.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

10. Applicable Laws.

The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any party or its legal counsel.

11.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other party.

12. Waiver of Breach.

The waiver by either party of the 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.

13. Recitals.

The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

14. Severability.

In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

15. Posting of the Agreement.

Pursuant to RCW 39.34.040, this Agreement shall be posted and listed by subject on each party's web site prior to its becoming effective.

16. Entire Agreement.

16.1 This Agreement contains all the terms and conditions agreed upon by and between the parties.

16.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

16.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16.4 Any modification of this Agreement must be in writing and executed by both parties.

16.5 This Agreement shall be binding upon the parties, their successors and assigns.

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

CITY OF WENATCHEE

CHELAN COUNTY FIRE DISTRICT NO. 1

By Steve L. Crown  
          STEVE Crown  
Its: Police Chief  
Date: 7-12-16

By Mike Burnett  
          MIKE BURNETT  
Its: FIRE CHIEF  
Date: 7-6-16