

INTERLOCAL INTERAGENCY COOPERATIVE AGREEMENT

City of Forks/ Clallam County Fire Distict No.1/
Quillayute Valley School District No. 402
2004-05

Pursuant to RCW 39.34, Sections .030, .060, .070, .080, .100, .110 and .130, Quillayute Valley School District No. 402 (hereinafter referred to as QVSD) located at 411 South Spartan Ave, Clallam County Fire District No. 1 (hereinafter referred to as CCFD) located at 11 North Spartan Ave. and the City of Forks (hereinafter referred to as COF) located at 500 East Division Street agree as follows:

WHEREAS, all parties hereto desire to enter into this Interlocal Interagency Cooperative Agreement for the mutual benefit of entire community to provide general messaging, a listing of current events and the posting of critical emergency announcements to the community of Forks and the surrounding area of the West End and we hereby acknowledge that the mutual promises contained herein constitute good and valuable consideration, this contract, is made and entered into this 1st day of September 2004, between the above-named parties.

WITNESSETH:

WHEREAS, the COF AND CCFD desires to contract with QVSD to provide a community messaging service that assists all three agencies in getting information to the general public and is willing to provide an information officer for each agency authorized to release messaging to QVSD, and

WHEREAS, QVSD will provide an overall Use Policy in cooperation with both agencies, a secure site for data entry and overall proofing for the messaging service, and

WHEREAS, the COF, CCFD and QVSD agree that QVSD facilities and authorized staff shall provide space, management and supervision of the program for an effective messaging system for the community of Forks.

All of the above shall be provided in accordance with the terms as set forth herein.

SECTION I Purpose of this Interlocal Interagency Cooperative Agreement

- A. Define the services to be provided by each agency.
- B. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities confirming that available resources are utilized in an effective manner for the benefit of the community of Forks.
- C. Ensure that a written cooperative arrangement between COF, CCFD and QVSD exists and is maintained to provide services to the community of Forks.
- D. Ensure that messaging use under the terms of this contract is proofed, reviewed for content and follows the policies of COF, CCFD and QVSD.
- E. Provide a process for additional services as needs by the parties to this Agreement.

SECTION II Definitions of Program/Eligibility/Procedural Safeguards/Compliance

- A. **Procedural Safeguards:** QVSD, COF and CCFD will share the responsibility for developing and approving message/information Use Policy through their respective authorizing bodies. QVSD will be responsible for ensuring message/information services adhere to use policies and that any change of policy be approved by all three agencies.
- B. **Coordination of Services:** Messaging Services provided shall be coordinated by QVSD at the Forks High School location. A close working relationship shall be maintained between all agencies by the QVSD High School Principal/Designee to see that services offered and provided are in accordance with the agreement.
- C. **Compliance Requirements:** All program services provided for under the terms of this agreement shall meet or exceed applicable Washington State law. It is the responsibility of the QVSD High School Principal/Designee to review and enforce Use Policy, recommend changes and update agency requirements.
- D. **Roles of Agencies:** QVSD shall assist in the formulation of use policy and provide space, management and supervision of the messaging service. COF shall assist in the formulation of Use Policy, provide approved event and emergency announcements to QVSD and be responsible for complete installation and continued maintenance of the message sign and site as needed. CCFD shall assist in the formulation of use policy and provide fire safety messaging to QVSD as needed.
- E. **Administration:** Supervision of the messaging service use will be the sole responsibility of the QVSD Administrative staff. Development of the Use Policy will be the responsibility of all three agencies and their appointed representatives. Administrators of all agencies will work to encourage cooperation and communication when working with the community messaging service.

SECTION III Use of QVSD Facilities/Clallam Transit Property

- A. QVSD hereby grants and allows COF and CCFD shared usage of the QVSD facilities for the accommodation of messaging equipment space to include a PC, on-line access/connection, a small desk/office area and access/connection to local phone lines directly connected with the sign messaging service.
- B. QVSD shall provide space that shall be a reasonable, safe and secure storage of said equipment and will be responsible for software updates, equipment repair and necessary replacement of all sign messaging equipment.
- C. COF shall work with and negotiate a long-term property use agreement with Clallam Transit System (CTS) authorities for use of the CTS Transportation site as a permanent home for the community messaging sign per this Agreement.

SECTION IV Disposition of Assets and Liabilities

- A. QVSD, COF and CCFD recognize that at times it may be necessary and appropriate for modifications and improvements to be made at the QVSD facility to accommodate change in the messaging system or alternative needs for space. QVSD assumes no financial responsibility for said improvements or any other incurred costs resulting from the operation of the messaging facility.
- B. QVSD, upon expiration or termination of this agreement, assumes full responsibility for all debts and liabilities incurred while providing services under the terms of this interagency agreement.
- C. COF, CCFD and QVSD will return any assets and/or capital equipment belonging to any party to the rightful owner within 30 days of expiration or termination of this agreement.
- D. In the event that an improvement or modification to the structure/equipment of the QVSD facility is requested by the party agencies and made to accommodate enhancement of messaging programs, an appropriate distribution of expenses shall be determined and negotiated by COF, CCFD and QVSD; provided that any such improvements are mutually agreed to in writing and approved by the boards of each entity in advance of making an expenditure.
- E. No personal or real property shall be commonly owned in any form or manner by the parties hereto by reason of this agreement and no provision for disposal of any common property is necessary.

SECTION V Consideration of COF and CCFD Services to QVSD

- A. COF, as has been mutually agreed to, shall provide certain administrative and installation services to QVSD. Such services may include Use Policy review, site installation coordination, community event announcements, program development, emergency messaging review and authorization.
- B. CCFD, as has been mutually agreed to, shall provide partial funding of the sign, services may also include Use Policy review and community fire safety announcements as needed by CCFD.
- C. Costs for requested additional services over and above this basic agreement will be negotiated between the parties.

SECTION VI Rates, Charges and Billings

The QVSD will be billed monthly for contractual services as described in this agreement. The invoice will be based on:

- A. **Basic Contract Rate:** QVSD shall be responsible for utilities for the operation of the messaging sign being installed on COF/Clallam County Transit property and will re-

imburse the COF for all electricity and telephone line charges directly linked to the operation.

- B. **Construction:** If it is determined to proceed with the construction of the sign base through the utilization of the City of Forks' small works roster, QVSD shall reimburse COF for costs paid for said construction.
- C. **Billings:** COF shall deliver to QVSD itemized invoices for electricity and telephone line costs on a monthly basis. Invoices received by the second Tuesday of the month will be presented to the QVSD board for approval and payment by warrant at its board meeting on the third Tuesday of the month.
- D. **Guarantees:** The QVSD guarantees payment, following QVSD board approval, at the rates specified by the supplying utilities until June 30, 2005. After that date, rates and charges for services shall be negotiated and presented annually by the COF in an addendum and spreadsheet to the QVSD Superintendent and to the QVSD board for approval.

SECTION VII Liability, Insurance and Hold Harmless Agreement

Except as otherwise expressly provided in the Agreement, QVSD, COF and CCFD shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses and attorney's fees and court costs which may arise because of the sole negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under the Agreement. Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage on their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss and damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of this Agreement.

- A. QVSD, COF and CCFD shall retain and keep in force during the full term of this agreement the following state requirements and insurance coverage:
 - 1. Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all employees who work for both parties under this agreement.
 - 2. QVSD, COF and CCFD will all carry coverage providing General Liability to include Products-Completed Operations, Bodily Injury/Property Damage, Personal Injury/Adv Injury and Automotive Combined coverage for minimum limits of:

General Liability Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000
Bodily Injury/Property Damage	\$1,000,000
Personal/Adv Injury	\$1,000,000
Auto Liability Combined	\$1,000,000

3. Documentation evidencing proofs of coverage in accordance with this contract should be provided within two (2) months by all parties following execution of the agreement to QVSD as the primary operative of the Agreement.

QVSD, COF and CCFD insurers shall agree to provide a 30-day written notice of cancellation or substantial change in coverage.

SECTION VIII Termination, Re-negotiation or Continuation of Terms

- A. This contract may be terminated at any time by any party upon the service of notice of intent to terminate not later than 30 days prior to the desired date of termination.
- B. The terms and conditions of this contract may be renegotiated from time-to-time, provided that all parties mutually agree to a re-opening of the agreement.
- C. The terms and conditions of this contract, if neither party terminates or renegotiates this contract, shall run on a continuing basis following the expiration date of this contract until a new contract is adopted.
- D. Review of this agreement shall occur annually beginning in April of each year and concluding by June 30, 2005, to determine if any modifications, alterations or financial adjustments are necessary. The QVSD High School Principapl/designee, COF Attorney Planner and the CCFD Chief/designee shall participate in the review.

SECTION IX Contract Administration

- A. **Separate Entity:** In so much as required, a separate entity is created by reason of this agreement solely for the performance of the functions set forth in the agreement and to be administered as set forth in the agreement. Otherwise all parties shall retain their previously existing organization and composition.
- B. **Financing and Budget:** Each party shall be solely responsible for its own budget and arrangements for financing performance of this agreement. No joint financing or budget is required by the agreement, except as set forth in this agreement.
- C. **Administration:** This agreement, subject always to the approval and direction of the board or council of each of the parties, shall be administered by the following persons acting on behalf of each party:

<u>QVSD</u>	<u>Clallam County Fire District No. 1</u>	<u>City of Forks</u>
Superintendent/Designee	Chairman/Designee	Mayor/Designee

No joint board or single administrator is necessary to administer this agreement or the performance thereof.

- D. **Filing of Agreement:** Prior to the effective date of this agreement, a signed original copy of this agreement will be duly filed with each respective body.

- E. **Severability:** If any provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall not be affected thereby, but shall continue in full force and effect.
- F. **Effect:** This agreement shall be binding upon the parties, their heirs, successors, and assigns.
- G. **Applicable Law – Venue:** This agreement shall be governed by the laws of the State of Washington. Venue for any action hereunder shall be in Clallam County, Washington.
- H. **Term:** The term of this contract shall be from the date executed by the parties through June 30, 2005 and renewed thereafter as noted within Section VIII, Paragraphs A. thru D. herein:

SECTION X Execution

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

Quillayute Valley School District #402, by

Francis X. Walter
Francis X. Walter
Superintendent

City of Forks, by

Nedra Reed
Nedra Reed
Mayor of Forks

Quillayute Valley School District #402, by

Steve Quick
Steve Quick
Forks High School Principal

Clallam County Fire District No. 1, by

Richard Halverson
Richard Halverson
Chairman, CCFPD No.1

Attested to:

Bruce Thomas
Bruce Thomas
QVSD Director of Operations

Attested to:

Rod Fleck
Rod Fleck
Attorney, City of Forks

Clallam County Fire District No. 1, by

James L. McGill
James L. McGill
Commissioner, CCFPD No.1

Clallam County Fire District No. 1, by

Gerald Morris
Gerald Morris
Commissioner, CCFPD No.1

Clallam County Fire District No. 1, by

David R. Burt
David R. Burt
Commissioner, CCFPD No.1

Clallam County Fire District No. 1, by

George Blattner
George Blattner
Commissioner, CCFPD No.1