

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is entered into by the Camas Fire Department, "Camas" Clark County Fire District 6, "District 6" Clark County Fire & Rescue, "CCF&R" and the Vancouver Fire Department "Vancouver."

RECITALS

1. This Agreement is entered into by the Parties in conformity with chapter 39.34 RCW the Interlocal Cooperation Act.
2. Each District currently maintains and operates its own fire department to provide fire protection, fire suppression and emergency medical services in its area.
3. Each District has qualified individuals and resources to provide firefighter recruit training.
4. Camas, District 6 and Vancouver have firefighter recruits that require training.
5. CCF&R has a contract with Clark College to assist in the administration of a Fire Training Academy for Firefighters.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each District, it is agreed as follows:

1. **Purpose.** It is the purpose of this Agreement to provide for the cooperative financial management of a Firefighter Recruit Academy administered by Clark College and to facilitate payments for services rendered by agencies involved in said academy.
2. **Term.** The term of this Agreement shall commence on the date of execution of the Agreement by each party and shall remain in effect until terminated by such party as provided in paragraph 8 of this Agreement.
3. **Lead Agency.** CCF&R shall serve as the lead agency under this agreement. As lead agency CCF&R shall be responsible for collecting the specified Recruit Academy Fees and additional expense payments from each party and for facilitating payments to all service providers.
4. **Recruit Academy Fees** Camas Fire, Vancouver Fire, and Fire District 6 agree to transfer to CCF&R the following amounts to cover the cost of their respective recruits participation in the Firefighter Recruit Academy. The cost for said services

has been set at \$90,896.00 (\$3,952.00 per recruit). Said costs will be shared between the parties as follows:

4.1. Vancouver	\$43,472.00
4.2. District 6	\$19,760.00
4.3. Camas	\$27,664.00

5. **Unanticipated Expenses.** In the event individual expenses of less than \$500.00 beyond those covered by the Recruit Academy Fees are incurred, such expenses shall be shared equally by Vancouver, District 6 and Camas. CCF&R as lead Agency shall provide written notification to Vancouver, District 6 and Camas of such expenses and Vancouver, District 6 and Camas shall transfer the appropriate amounts to CCF&R within 30 days of receipt of such notice. Additional individual expenses in excess of \$500.00 shall require an amendment of this Agreement.
6. **Liability.** Each of the Districts shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other Districts and their personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the District's personnel relating to the performance of this Agreement.
7. **Insurance.** Each of the Districts shall provide insurance coverage for its operations and personnel. The insurance shall include comprehensive general liability insurance with a policy limit of not less than \$2,000,000.00; errors and omissions insurance including civil rights coverage, covering the actions of its participation on the Joint Board. Each District shall furnish to the other Districts appropriate documentation showing that such coverage is in effect and that the other Districts are named as additional insureds on the policies.
8. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement thirty (30) days advance written notice of such intent to terminate. Any amounts owed to the Lead Agency at the time of termination shall be due and payable upon termination.
9. **Administration.** This Agreement shall be administered by the Chiefs of the each party.
10. **Property Ownership.** The parties do not intend to acquire any jointly owned property under this agreement and any property acquired by any party under this agreement shall remain the property of the party acquiring the property in the event of the termination of this agreement.
11. **No Separate Legal Entity.** This Agreement does not create or seek to create a separate legal entity pursuant to RCW 39.34.030

- 12. **Amendment.** This agreement may be amended by written agreement of all parties.
- 13. **Listing.** Pursuant to RCW 39.04.040, the parties shall each list this Agreement on their respective web sites at such time as the Agreement has been executed by all parties.
- 14. **Benefits.** This agreement is entered into for the benefit of the Districts to this Agreement only and shall confer no benefits, direct or implied, to any third persons.

CLARK COUNTY FIRE & RESCUE

VANCOUVER FIRE DEPARTMENT

By: 

By: 

Title: FIRE CHIEF

Title: Fire Chief

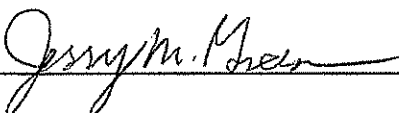
Dated: 2/27/09

Dated: 3-9-09

CAMAS FIRE DEPARTMENT

CLARK COUNTY FIRE DISTRICT 6

By: 

By: 

Title: Mayor Pro-Tem

Title: Fire Chief

Dated: 3/16/2009

Dated: 03/03/2009