

**INTERLOCAL AGREEMENT**  
between  
**SOUTH DOUGLAS CONSERVATION DISTRICT and WENATCHEE VALLEY FIRE DEPARTMENT**  
For REIMBURSABLE ASSISTANCE

This Agreement is made by and between South Douglas Conservation District ("SDCD"), and Wenatchee Valley Fire Department ("WVFD"), collectively referred to as the "Parties" or singularly as the "Party."

WHEREAS, the SDCD and WVFD have determined that it is in their mutual best interests and to their mutual benefit to enter into this agreement;

WHEREAS, the SDCD and WVFD enter into this interlocal cooperation agreement ("this Agreement") under the authority of RCW Chapter 39.34;

WHEREAS, the execution of this Agreement shall be effective April 1, 2024, and be effective until the Parties, individually or collectively terminate this agreement as outlined in the "Termination" section of this agreement; and

WHEREAS, the SDCD and the WVFD find that this Agreement is mutually advantageous.

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I**  
**PURPOSE**

- 1.01 **Purpose.** The Parties have an ongoing partnership to assist one another with the completion of the Community Wildfire Protection Plan, to be completed by June, 2025. The purpose of this agreement is to secure efficient use of available expertise and resources by sharing staff and financial support to accomplish common goals. South Douglas Conservation District is the grant holder of this project and will be responsible for the final plan. Because the WVFD may have contacts and knowledge vital to this process, WVFD has been granted up to \$15,000 to assist on a reimbursable basis. The WVFD will contact SDCD before beginning an aspect of this project to lessen any repetition of effort.

**ARTICLE II**  
**COLLABORATIVE ASSISTANCE**

- 2.01 **Coordination of Activities.** The Parties agree to meet or correspond as needed to ensure communication of program activities and direction.

2.02 **Scope of Work**

The Parties will:

1. Conduct education and outreach activities, and provide services such as landowner contacts to ensure the success of this plan.
2. Reimburse the WVFD for services or program support as may be requested from time to time. Typical reimbursement will be based on the current composite rate for staff time, or other amounts as mutually agreed.

**ARTICLE III  
ADMINISTRATION**

- 3.01 **Administrator.** The SDCD, through its Coordinator, the WVFD, through its District Administrator, shall be responsible for the administration of this Agreement.

**ARTICLE IV  
DURATION AND TERMINATION OF AGREEMENT**

- 4.01 **Duration.** This Agreement shall be effective April 1, 2024. The term of this Agreement shall continue until terminated as specified in the Termination clause of this document.
- 4.02 **Termination.** This Agreement may be terminated, in writing, by either of the Parties with thirty (30) days notice.

**ARTICLE V  
REIMBURSEMENT FOR SERVICES**

- 5.01 **Compensation.** The Parties agree that compensation for services rendered shall be due between the Parties as agreed on a case-by-case basis. These activities will be funded through the WCC grant SDCD currently has in place to complete the CWPP.
- 

**ARTICLE VI  
INDEMNITY**

- 6.01 **Claims.** Each party (Indemnifying Party) shall indemnify and hold harmless the other party (Indemnified Party), including its departments, elected and appointed officials, employees and agents, from and against any and all claims, damages, losses, and expenses arising out of the acts of the Indemnifying Party. Neither party shall have an obligation to indemnify the other for the acts of such other party.

**ARTICLE VII  
PERFORMANCE OF AGREEMENT**

- 7.01 **Compliance with All Laws.** Each Party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.
- 7.02 **Maintenance and Audit of Records.** Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either Party or its designee, and the Washington State Auditor's Office. Each Party shall retain all such books, records, documents and other materials as required by the State of Washington.
- 7.04 **Conflict of Interest.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

**ARTICLE VIII  
DISPUTES**

- 8.01 **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by both Parties. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.
- 8.02 **Attorney's Fees.** If any legal action 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 reasonable attorney's fees and other costs incurred in that action, arbitration or proceeding.
- 8.03 **Governing Law and Venue.** Exclusively the laws of the State of Washington shall govern this Agreement. The Douglas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

**ARTICLE IX  
GENERAL PROVISIONS**


- 9.01 **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 9.02 **Severability.** If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the agreement or the application of the provision to other persons or circumstances is not affected.

**SOUTH DOUGLAS CONSERVATION DISTRICT  
BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Carolyn Kelly, Chair

4/01/2024  
Date

**WENATCHEE VALLEY FIRE DEPARTMENT**

  
\_\_\_\_\_  
Chair Date

1/15/25