

**INTERLOCAL AGREEMENT FOR MUTAL AID AND COOPERATION OF AUCTION SERVICES BETWEEN THE  
CITY OF OAK HARBOR, WASHINGTON AND NORTH WHIDBEY FIRE AND RESCUE**

**THIS AGREEMENT** is made and entered into this 20<sup>th</sup> day of February, 2015, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as "Oak Harbor", and NORTH WHIDBEY FIRE AND RESCUE, a fire protection district in Washington, hereinafter referred to as "North Whidbey Fire".

**WINESSETH:**

**WHEREAS**, North Whidbey Fire desires to join the City of Oak Harbor in the annual City-Wide Auction; and

**WHEREAS**, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

**Purpose:** The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and North Whidbey Fire to join together to surplus items via an auction method.

**Responsibilities of Oak Harbor:** Oak Harbor shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
2. Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
3. Oak Harbor will pay their fair share of advertising costs.
4. Oak Harbor will pay the 6% auction fee based on the gross total of Oak Harbor items.

**Responsibilities of North Whidbey Fire:** North Whidbey Fire shall have the following duties and responsibilities under this Agreement;

1. North Whidbey Fire will surplus their items as outlined in their surplus and disposal procedures.
2. North Whidbey Fire will provide Oak Harbor with a detailed list of items to be sold.
3. North Whidbey Fire will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
4. North Whidbey Fire will transport all items to designated area by the designated time set forward by the auctioneer.
5. North Whidbey Fire will pay their fair share of advertising costs.
6. North Whidbey Fire will pay the 6% auction fee based on the gross total of North Whidbey Fire items.

**Representation, Warranties, and Indemnities:**

- A. Oak Harbor represents and warrants to North Whidbey Fire that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. North Whidbey Fire represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that both Oak Harbor and North Whidbey Fire agree to protect, defend, indemnify and hold harmless one another, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by either party.

**Duration of Agreement.** This agreement will expire June 30, 2015.

**Termination of Agreement.** Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

**Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

**No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

**Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**Interlocal Cooperation Act.** No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

**Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the

parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

**Insurance.** Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

**Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

**Litigation.** In the event that any suite or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Oak Harbor School District, Washington.

**Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

**To Oak Harbor:**

Scott Dudley

Mayor

865 SE Barrington Drive

Oak Harbor, WA 98277

**To North Whidbey Fire:**

Marvin Koorn

Fire Chief

770 NE Midway Blvd., Suite 201

Oak Harbor, WA 98277

**Filing of Agreement.** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

**IN WITNESS WHEREOF** said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

ENTERED this 20<sup>th</sup> day of February, 2015.

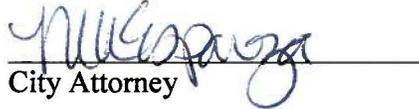
**CITY OF OAK HARBOR**

  
\_\_\_\_\_  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**NORTH WHIDBEY FIRE AND RESCUE**

  
Fire Chief  
\_\_\_\_\_  
(Title)

ATTEST:

  
(Title) admin asst.

APPROVED AS TO FORM:

\_\_\_\_\_  
(Title)