

mailed 1/14/08

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF PROSSER AND THE PROSSER SCHOOL DISTRICT  
REGARDING EMERGENCY SERVICES**

This Agreement is made and entered into this **13<sup>th</sup>** day of **November, 2007** by and between the City of Prosser (CITY), a municipal corporation and the Prosser School District, No. 116 (DISTRICT) a municipal corporation;

**WHEREAS**, Benton County Emergency Services has designated the House Middle School as the areas Community Emergency Disaster Center (CENTER), and

**WHEREAS**, RCW 38.52.070 authorizes joint cooperation for emergency services management, and

**WHEREAS**, the parties hereto are authorized by RCW 39.34.080 to enter into this Agreement, and

**WHEREAS**, CITY benefits for having the CENTER to protect its citizens and keep the peace and protect property, and the life, health, and safety of its citizens, and

**WHEREAS**, the DISTRICT pays for costs to administer the CENTER, and

**WHEREAS**, the DISTRICT has the need for assistance, to offset the costs to administer the CENTER, and

**WHEREAS**, CITY agrees to pay for the costs of maintenance, fuel, and repairs of the generators located at the CENTER, and

**WHEREAS**, no separate entity will be created pursuant to this Agreement, and

**WHEREAS**, no jointly owned property will be acquired pursuant to this Agreement, and

**NOW THEREFORE**, in consideration of the mutual benefits to be derived hereby and the terms, conditions, and covenants contained herein, CITY and DISTRICT agree as follows:

1. CITY shall reimburse the DISTRICT for the costs to maintain, fuel, and repair the generators located at the CENTER for the term of this Agreement in the annual amount of **\$9,300.00**, which shall be paid annually on or before the **31<sup>st</sup>** day of **January, 2008** and annually thereafter on the same day during this Agreement. This Agreement shall commence on the **13<sup>th</sup>** day of **November, 2007** and shall terminate on the **13<sup>th</sup>** day of **November, 2010**. The Agreement shall automatically renew for an additional year unless a party gives written notice of termination on or before **November 13** of the year prior to the end of the Agreement that the party intends to terminate this Agreement. The first such notice must be given prior to **November 13, 2009**. The intent of the parties is to create a continuing one (1) year contract after **November 13, 2010**, unless notice to terminate the Agreement is timely given. The parties agree to meet and negotiate any increase to the annual payment prior to **November 13** of each calendar year.

(2008 Piker didn't approve agreement)

2. DISTRICT shall maintain, fuel, and repair the generators in accordance with Exhibit "A" attached hereto and incorporated herein as if fully set forth.
3. The DISTRICT shall schedule, plan, provide any administrative support to implement the maintenance, fueling, and repairing of the generators at the CENTER at the DISTRICT'S sole expense.
4. The CITY will act as the administrator of this Agreement.
5. This Agreement will not result in a separate agency being created.
6. This Agreement will not result in the acquisition of property. All equipment at the CENTER will belong to the DISTRICT.
7. The DISTRICT will indemnify, defend and hold harmless the CITY, its agents, officers and employees from and against any and all liability, expense, including defense costs and attorney fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising from or connected with the District's operations or services, including workers' compensation suits, liability or expense, arising from or connected with the generators and the services performed pursuant to Exhibit "A" attached hereto.

The CITY will indemnify, defend and hold harmless the DISTRICT, its agents, officers and employees from and against any and all liability, expense, including defense costs and attorney fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage including workmens' compensation suits, liability or expense, arising from or connected with the CITY's operation or use of the generators and facilities at the Housel Middle School.

8. The terms and conditions of this Agreement shall be interpreted under the laws of the State of Washington and any action brought to enforce this Agreement shall be brought in Benton County Superior Court.
9. Each party agrees that is shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, sexual orientation as defined in RCW 49.60.040, or the presence of any sensory, mental or physical handicap in violation of any applicable federal or state law or regulation and each party agrees to be an Equal Opportunity Employer.
10. This Agreement may be amended or modified only by written agreement duly executed by the parties hereto. This Agreement shall be executed in duplicate originals. One original shall go to each party.
11. The CITY shall record its original document with the Benton County Auditor and the CITY shall furnish a copy of the recorded original to the DISTRICT.
12. NOTICE: All notices, requests, demands and other communications required by or permitted under this Agreement shall be reduced in writing and deemed to have been duly given when received by the party to whom directed. Provided, however, that notice shall be deemed conclusively given at the time of its deposit

**Generators at Housel Middle School  
Budget  
July 11, 2007**

Scheduled Testing: (at approximately 25% load)

4 gallons per week at 52 weeks for 400 KVA	208 gallons x \$2.44 = \$507.52
2 gallons per week at 52 weeks for 200 KVA	104 gallons x \$2.44 = \$253.76
½ manhours per week @ 52 weeks for the two	26 manhours x \$20.24= \$526.24
Scheduled maintenance contract	\$3,950.75
(√ Price of Maintenance contract includes travel time, mileage, taxes, disposal fees and Annual load testing.)	

**Total for Annual Scheduled Testing: \$5,238.27**

Fuel Rotation:

3 hours @ \$65.00 per hour = (Labor cost only)	\$195.00
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**Total Annual Expenses: \$5,433.27**

Contingencies:

Fuel Consumption for 200 KVA @ 50%	8.06 gallons per hour divided by 400 gallons=49 hours
Fuel Consumption for 200 KVA @ 100%	14.66 gallons per hour divided by 400 gallons=27 hours
Fuel Consumption for 400 KVA @ 50%	11.7 gallons per hour divided by 700 gallons=59 hours
Fuel Consumption for 400 KVA @ 100%	22.7 gallons per hour divided by 700 gallons=30 hours

Emergency Re-Fueling:

Cost for fuel for 200 KVA	400 gallons times \$2.59 per gallon=\$976.00
Cost for fuel for 400 KVA	700 gallons times \$2.59 per gallon=\$1,708.00
(Red diesel price as of today 7/11/07, quoted by Bleyhls)	

**Total Cost Emergency Re-Fueling per incident \$2,684.00**

Emergency Repairs:

<u>Annual Contingent Fund for work</u>	
<u>Outside of warranty</u>	\$1,000.00

**Total Annual Budget: \$9,117.27**

**\*\*This information was obtained through licensed Caterpillar dealers, Western States and Halton, Bleyhl's Farm Shop and Steve Broussard, Prosser Memorial Hospital Facility Director.**

when sent by Certified or Registered Mail, Return Receipt Requested, at the address as set forth below, or such other address as is hereafter designed by either party by written notice thereof to the other party.

CITY: City of Prosser  
601 Seventh Street  
Prosser, Washington 99350  
Attn: City Clerk  
(509) 786-2332

DISTRICT: Prosser School District  
823 Park Avenue  
Prosser, Washington 99350  
(509) 786-3323

**CITY OF PROSSER** by:

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

**PROSSER SCHOOL DISTRICT** by:

  
\_\_\_\_\_  
Superintendent

Approved as to form:

\_\_\_\_\_  
School District Attorney