

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT by and between the Lakehaven Utility District, a municipal corporation of the State of Washington (hereinafter “Lakehaven”), and South King Fire & Rescue, a municipal corporation of the State of Washington (hereinafter “SKFR”).

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act, codified in Chapter 39.34 of the Revised Code of Washington; and

WHEREAS, Lakehaven provides water/sewer service, and SKFR emergency and fire suppression services, within common service areas in South King County; and

WHEREAS, in addition to providing services to common customers, Lakehaven and SKFR share a location for their respective administrative headquarters facilities; and

WHEREAS, the parties have cooperated to assist each other in the provision of public services and believing it beneficial to memorialize their commitment to work cooperatively in the future:

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. **PURPOSE**: The purpose of this Agreement is to acknowledge the parties’ mutual interest in working cooperatively in the delivery of services to their common customers and to establish and define the areas of such cooperation.
2. **COOPERATIVE SUPPORT**: The parties agree to provide, without monetary compensation, assistance to each other as follows:

A. Lakehaven agrees to:

- i) Utilize its crews and “vactor” trucks to clean catch basins and storm sewer lines on SKFR property within Lakehaven boundaries.

- ii) Provide video inspection of storm drain lines on SKFR property within Lakehaven boundaries.
- iii) Maintain SKFR hydrants at the department's training and maintenance center (currently located at the 312th fire station, with a long term goal to move to a location near 3700 So. 320th).
- iv) Provide and maintain asphalt crack sealing of driveways at the Lakehaven/SKFR Administrative Headquarters site.
- v) Repair shared driveway at the Lakehaven/SKFR Administrative Headquarters site.
- vi) Provide water at no charge for training and pump testing at the department's training and maintenance center (currently located at the 312th fire station, with a long term goal to move to a location near 3700 So. 320th).
- vii) With prior notification and as available, allow SKFR to use Lakehaven parking sites at the Lakehaven/SKFR Administrative Headquarters for special SKFR events. (see map).
- viii) With prior notification and as available, allow SKFR to utilize the Lakehaven Center for SKFR events.

B. SKFR agrees to:

- i) Provide confined space retrieval/rescue services for Lakehaven personnel.
- ii) Provide confined space retrieval/rescue training to Lakehaven personnel.
- iii) Provide CPR and first aid training to Lakehaven personnel.
- iv) As available, make the 312th Station Training Facility available to Lakehaven for training.
- v) Provide pumping assistance to Lakehaven to dislodge cubes used in main cleaning.

- vi) Each summer operate all hydrants within the fire district service area, lubricate the hydrant ports, and report any deficiencies to Lakehaven Field Operations.
- vii) Provide EOC/DOC training to Lakehaven staff and board and allow Lakehaven to utilize, as available, the SKFR DOC.

C. Additional Areas of Cooperation:

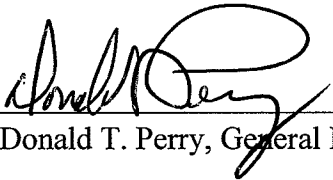
- i) The parties agree that they will make available their respective purchasing lists and contracts as such might be utilized by the other in the purchase of material, equipment, and supplies and/or for the letting of public works projects.
- ii) SKFR maintains an underground communications cable through Lakehaven's property along the north side of the water shop parking area to the SKFR Headquarters Building. If Lakehaven requires this line to be relocated, SKFR will cover the cost to relocate and Lakehaven will coordinate with the SKFR to find a suitable alternative route.
- iii) SKFR agrees to allow Lakehaven to upgrade and maintain EOC communication wiring between Lakehaven and SKFR Administrative Headquarters facilities.
- iv) The parties agree to work together towards a common solution should Lakehaven determine a need for any locking devices to be placed on any hydrants within their service area.

3. **DURATION/TERMINATION:** Unless earlier terminated, this Agreement shall be effective for a period of ten years following the date of last execution below. Either party may terminate this Agreement upon provision of thirty (30) days written notice to the other.
4. **FILING:** 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.
5. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in


writing. Neither party may assign this agreement without the written consent of the other party.

6. **HOLD-HARMLESS**: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the party of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.
7. **SEVERABILITY**: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

LAKEHAVEN UTILITY DISTRICT

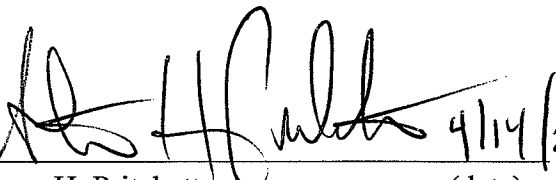
 4/14/2011
Donald T. Perry, General Manager (date)

SOUTH KING FIRE & RESCUE


Allen D. Church, Fire Chief/Administrator
(date) April 14th, 2011

APPROVED AS TO FORM:

Lakehaven Utility District General Counsel

 4/14/2011
Steven H. Pritchett (date)