

**INTERLOCAL AGREEMENT
BETWEEN
S.E. THURSTON FIRE AUTHORITY
AND
THURSTON COUNTY FIRE DISTRICT #6 (EOFD6)**

FACILITIES AND GROUNDS MAINTENANCE

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the S.E Thurston Fire Authority (hereinafter referred to as "SETFA") and Thurston County Fire District #6 (EOFD6) (hereinafter referred to as "EOFD"), both municipal corporations and political subdivisions of the State of Washington, and hereinafter collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Pursuant to chapter 39.34 RCW local governments may jointly exercise their powers, privileges and authorities through interlocal agreements to efficiently use their powers and to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities in a manner that will best meet the geographical, economic, population, or other needs of their respective communities.

B. SETFA is a municipal corporation and political subdivision of the State of Washington, organized under Chapter 52.26 (RCW).

C. EOFD is a municipal corporation and political subdivision of the State of Washington, organized under Chapter 52.02 (RCW).

D. RCW 52.26.090 authorizes SETFA to exercise powers and perform duties as its board determines necessary to carry out the purposes, functions, and projects of the authority, and RCW 52.12.031 authorizes EOFD to contract with any governmental entity under RCW 39.34 or private person or entity to consolidate, provide, or cooperate for fire prevention protection, fire suppression, investigation, and emergency medical purposes.

E. It is desirable that general and special purpose governmental jurisdictions cooperate and assist their citizens and communities.

F. The Parties find it advantageous and desirable to work together toward the development, implementation, and utilization of a shared facilities and grounds maintenance employee for the ongoing maintenance and repair of their physical facilities and station grounds, as defined hereinafter, including but not limited to facilities maintenance, grounds maintenance, deferred maintenance, ladder testing, hose testing, flow testing, tracking and inventory of small and attractive assets, and other assigned tasks to maintain operational readiness.

G. This cooperative effort will be economically beneficial to the Parties and result in more efficient operations.

H. The Parties and their citizens will benefit from this cooperative effort.

I. It is the mutual desire of the Parties hereto that they enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and as authorized under Chapter 39.34 RCW, Chapter 52.26 RCW, and Chapter 52.02 RCW, the Parties, through their respective legislative bodies do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are made part of this Agreement by this reference.

2. **Purpose.** This Agreement is entered into by SETFA and EOFD in order to establish a joint facilities and station grounds maintenance operation.

3. **Term.** This Interlocal Agreement shall commence on January 1, 2016 and shall continue until terminated as provided for hereinafter.

4. **Definitions.** The following definitions are provided to assist the parties in implementing this agreement.

- a. **Facility Maintenance.** Refers to the upkeep, beautification, and maintenance of all physical structures owned and operated by SETFA and EOFD.
- b. **Grounds Maintenance.** Refers to the coordination, completion, upkeep, beautification, and maintenance all property owned and currently maintained by SETFA and EOFD.
- c. **Maintenance Planning.** Refers to the development and maintenance of a written plan outlining future cost to maintain facilities at both SETFA and EOFD.
- d. **Ladder Testing.** Refers to the coordination, completion and record keeping of ladder testing for SETFA and EOFD as recommended by NFPA 1932.
- e. **Hose Testing.** Refers to the coordination, completion and recordkeeping of all hose testing recommended by NFPA and required by WAC 296-305-06003.
- f. **Flow Testing.** Refers to coordination, completion and record keeping of SCBA flow testing.
- g. **Tracking and Inventory of Small and Attractive Assets.** Refers to the labeling, tracking, and inventory of all small and attractive items as defined by SETFA or EOFD and meeting the Washington State Auditors requirements and recommendations.
- h. **Other Assigned Tasks to Maintain Operational Readiness.** Refers to activities such as assisting the fire mechanic, including the shuttle of vehicles between SETFA and EOFD, or any other activity needed in support of maintaining a state of operational readiness for either agency.

5. Scheduling Work. Whenever a Party desires to use the Facilities Maintenance employee to undertake facility and grounds maintenance and/or repair, or any other activity described in this agreement, the Party shall notify the facilities maintenance employee to schedule the work. All maintenance and repairs being undertaken on a "first come, first serve" basis, within the discretion of the district as to prioritizing maintenance and repairs, unless an urgent repair with the potential for additional damage requires immediate action.

6. Relationship of the Parties. No separate legal entities shall be created to implement the terms of this Agreement. Each Party shall maintain ownership of its Apparatus, Emergency Response Equipment, and all property. The fire chiefs of SETFA and EOFD shall provide the joint oversight, management, and administration of this Agreement.

7. Contributions to Personnel.

A. Personnel. SETFA and EOFD shall each contribute one-half of all training costs, wages and benefits to fund the facilities maintenance personnel positions, currently one full-time facilities maintenance position (the facilities maintenance employee). For the purpose of administering pay and benefits, the facilities maintenance position shall be recognized and identified as an employee of SETFA. Any change in the number of positions or rate of pay shall be agreed to by the designated representative for both Parties in advance.

It is anticipated that this employee will spend one-half time on tasks from SETFA, and one-half on tasks from EOFD, thus the equal sharing of costs. This division of cost shall be subject to review and re-allocation on a quarterly basis, beginning with the first quarter of 2016 for the purposes of reviewing the contributions to the wages and benefits and any adjustments appropriate based on the usage of the employee's time for each party's facilities. Adjustments will be retroactive, to meet the requirements of the State Auditor.

B. Parts, Materials and Supplies Expenses. Each Party shall be responsible for the cost of any parts, materials and supplies purchased for their respective facilities.

C. Payment for Personnel. SETFA shall initially pay all costs and wages associated with Personnel. EOFD shall reimburse SETFA on a quarterly basis for its share of all training costs, wages, and benefits tracked on a monthly basis within (30) days after receipt of the invoice from SETFA, whichever is later.

8. Modification, Review, Interpretation, and Termination.

A. Modification and Review. This Agreement may be modified at any time by mutual agreement of the Parties. No modification or amendment to this agreement shall be valid unless evidenced in writing and properly agreed to and signed by the Parties.

B. Interpretation. This Agreement is and shall be deemed jointly drafted and written by both Parties and shall not be construed or interpreted against the other Party originating or preparing it.

C. Termination. Each Party may terminate its participation in this Agreement upon one hundred eighty (180) days written notice to the governing body of the other

Party prior to January 1st of any year. The effective date of the termination will be December 31st.

9. Hold Harmless Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents and employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the indemnifying Party. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of both Parties, each Party's liability hereunder shall be only to the extent of each Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Dispute Resolution. Should a dispute arise between the Parties out of or related to this Agreement, a Party will notify the other Party in writing of any dispute that the respective Party believes should be resolved. The Parties will communicate regularly and commit to act in good faith to resolve the dispute. If the dispute cannot be remedied within thirty (30) days after written notice, the Parties shall submit the matter to a mutually agreed upon non-binding mediator within 30 days with a mediation scheduled not later than 60 days from that date. The Parties shall share equally in the cost of the mediator.

11. Entire Agreement. The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This Agreement shall supersede all prior resolutions and agreements executed by the Parties with regard to the subject matter contained within this Agreement.

12. Severability. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, the provision that may conflict therewith shall be deemed modified to conform to such statutory provision.

13. Waiver. The failure by either Party to exercise its rights under this Agreement shall not preclude that Party from any subsequent exercise of such rights and shall not constitute a waiver of any rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the Agreement.

14. Mutual Aid Agreements. Nothing in this Agreement shall limit the authority, responsibility or duties of either Party arising out of any mutual aid agreement or other agreements with other governmental entities. The Parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

15. **Jurisdiction and Venue.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Thurston County, Washington.

16. **Counterparts.** This Agreement may be executed in duplicate signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

17. **Records.** Each agency shall be responsible for maintaining and retaining public records in accordance with applicable records disclosure and retention statutes for facilities and grounds maintenance operations. Each Party shall have access to such records at reasonable times. Unless delegated, each Party shall retain responsibility for responding to requests for inspection and copying of public records.

18. **Notices and Contact Persons.** All notices shall be in writing and served either personally or by certified mail, return receipt requested. For purposes of effectuating and further implementing this agreement, the contact person for SETFA shall be Fire Chief Mark King or his designee and for EOFD shall be Fire Chief Warren Peterson or his designee.

19. **Effective Date.** This Agreement shall be effective as to all Parties on the last date signed below ("Effective Date").

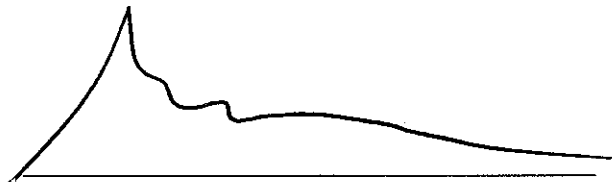
20. **Filing of Agreement.** Pursuant to RCW 39.34.040 this Agreement shall be listed by subject on either Party's website or other electronically-retrievable public source.

IN WITNESS WHEREOF, this Agreement is executed by the Parties by their authorized officers indicated below.



CHAIRMAN
BOARD OF COMMISSIONERS FOR S.E.
THURSTON FIRE AUTHORITY

Date Signed: 2-4-16



CHAIRMAN
BOARD OF COMMISSIONERS FOR
EAST OLYMPIA FIRE DISTRICT #6

Date Signed: 1-13-16