

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

VEHICLE MAINTENANCE AND REPAIR SERVICES**

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 the use of a shared mechanic for the ongoing maintenance and repair of their Apparatus and Emergency Response Equipment, as defined hereinafter.

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 apparatus and equipment maintenance and repair 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. Apparatus. Refers to all vehicles owned, leased and/or operated by SETFA and EOFD which includes, but not limited to, fire engines, aid cars, command vehicles or those vehicle used for administrative functions, together with all equipment used in support thereof.

B. Apparatus Maintenance and Repair. Refers to all aspects of work required to ensure the maintenance and repair of Apparatus required to maintain the apparatus in a state of operational readiness.

C. Equipment Maintenance and Repair. Refers to maintenance of and repairs to equipment and apparatus of the Parties including, but not limited to, Apparatus, chainsaws, portable pumps, powered fans, extrication tools (also known as "Emergency Response Equipment") as well as owned equipment (station generators, lawn tractors) which may be maintained and repaired at the discretion of each Party, but will maintain lowest priority of the maintenance and repair.

D. Consumables and Shop Supplies. Refers to those regularly-used consumables and supplies consistent with the repair and maintenance of Apparatus and Emergency Response Equipment including, but not limited to, motor oil, cleaning solvents, antifreeze, transmission fluid, brake fluid, gear oils, grease, washer fluid, shop rags, or any other non-part related items needed to complete repair work on Apparatus and Emergency Response Equipment.

E. Parts. Refers to items purchased in order to complete maintenance and repair work on a piece of Apparatus or Emergency Response Equipment, but not including Consumables and Shop Supplies.

F. Utilities and Insurance. Refers to cost to insure the Facility, the Facilities' electric bill and/or gas bill.

5. Scheduling Work. Whenever a Party desires to use the Mechanic to undertake maintenance and/or repair, the Party shall notify the Mechanic to schedule the work. To the extent the Party's Apparatus and Emergency Response Equipment are in need of scheduled maintenance or unscheduled repair, such maintenance and/or repair will be provided on an "as needed" basis with emergent repairs being undertaken as soon as reasonably possible and all other maintenance and repairs being undertaken on a "first come, first serve" basis.

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, Parts, Expenses, and Consumables and Shop Supplies.

A. Personnel. SETFA and EOFD shall each contribute one-half of all training costs, wages and benefits to fund the shop personnel, currently one full-time fire mechanic position (the "Mechanic"). For the purpose of administering pay and benefits, the mechanic shall be recognized and identified as an employee of EOFD. 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 the mechanic will spend one-half time on Apparatus from SETFA and one-half from EOFD, thus the equal sharing of costs. This division of cost shall be subject to review and reallocation 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 mechanic's time for each party's apparatus. Adjustments will be retroactive, to meet the requirements of the State Auditor.

B. Parts and Expenses. Each Party shall be responsible for the cost of any parts purchased for their Apparatus or Equipment. The cost for purchasing parts shall be billed directly to the Party that uses the part.

C. Consumables and Shop Supplies. Each Party shall contribute one-half the cost of shop Consumables and Shop Supplies and any related Utilities and Insurance pertaining to the Facility utilized to make repairs and maintenance of their Apparatus or Emergency Response Equipment. The division of costs for Consumables and Shop Supplies, Utilities and Insurance will be reviewed annually and divided based on percentage of shop time utilized as set forth in 7.A. above. A reconciliation of costs will be made annually following the end of the calendar year.

D. Payment for Personnel, Consumables, and Shop Supplies. EOFD shall initially pay all costs and wages associated with Personnel, Consumables, and Shop Supplies. SETFA shall reimburse EOFD on a Quarterly basis for its share of all training costs, wages and benefits on a monthly basis. SETFA shall reimburse EOFD on a quarterly basis for its share of all Consumables and Shop Supplies or within (30) days after receipt of the statement from EOFD, whichever is later.

8. Insurance of Apparatus and Emergency Response Equipment. Each party shall maintain their own insurance on any Apparatus or Emergency Response Equipment that are repaired or maintained by the Mechanic.

9. 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. Upon termination, Consumable and Shop Supplies shall be disbursed as agreed upon by the Parties, taking into account the source of funds.

10. 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.

11. 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **Records.** EFOD shall be responsible for maintaining and retaining public records in accordance with applicable records disclosure and retention statutes for the maintenance and repair operation. Each Party shall have access to such records at reasonable times. Unless delegated to the EOFD, each Party shall retain responsibility for responding to requests for inspection and copying of public records.


19. **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.

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

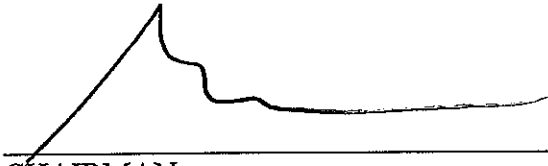
21. **Filing of Agreement.** Pursuant to RCW 39.34.040 this Agreement shall be listed by subject on either Party's website or other electronically-retrievable public source.

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: 12/3/15



CHAIRMAN
BOARD OF COMMISSIONERS FOR
EAST OLYMPIA FIRE DISTRICT #6

Date Signed: 12-9-15