

## INTERLOCAL AGREEMENT FOR FIRE CHIEF

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between East Olympia Fire District 6 (EAST OLYMPIA FIRE DISTRICT 6) a Washington municipal corporation, (the "District") and SE Thurston Fire Authority (SE THURSTON FIRE AUTHORITY) a Washington municipal corporation, (the "Authority").

WHEREAS, EAST OLYMPIA FIRE DISTRICT 6 and SE THURSTON FIRE AUTHORITY want to improve the efficiency and effectiveness of their fire suppression and protection services and emergency medical response services; and,

WHEREAS, EAST OLYMPIA FIRE DISTRICT 6 and SE THURSTON FIRE AUTHORITY are authorized pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into an inter-local cooperation agreement which allows EAST OLYMPIA FIRE DISTRICT 6 and SE THURSTON FIRE AUTHORITY to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, EAST OLYMPIA FIRE DISTRICT 6 and SE THURSTON FIRE AUTHORITY, hereto agree as follows:

### **Section 1. Definitions**

**1.1 Definitions.** The following definitions shall apply throughout this Agreement.

1. East Olympia Fire District 6: EOFD
2. SE Thurston Fire Authority: SETFA
3. East Olympia Fire District 6 Personnel: Employees of EOFD
4. SE Thurston Fire Authority Personnel: Employees of SETFA
5. The Fire Chief of EOFD and SETFA Fire Departments: Fire Chief
6. The Board of Fire Commissioners for EOFD and SETFA: Commission/  
Commissioners

### **Section 2. Services Provided**

**2.1 Services provided by SETFA.** SETFA agrees to provide administrative and management services to EOFD utilizing SETFA's Fire Chief via a contractual basis.

**2.1.1** The Fire Chief is responsible for managing the operations of EOFD. The Fire Chief is the Executive Officer of EOFD and shall perform the duties as set forth in EOFD's Policies and Procedures and Rules and Regulations, along with any other duties which may be assigned from time to time by EOFD's Commissioners.

**2.1.2** The Fire Chief, while remaining an employee of SETFA, shall be the designated EOFD Fire Chief for the purpose of statutes and EOFD Policies and Procedures.

### **Section 3. Employment**

**3.1 Fire Chief Position Cost Sharing.** It is anticipated the Fire Chief will spend one-half of his/her work time on tasks associated with EOFD and one-half of his/her work time on tasks associated with SETFA, thus the equal sharing of cost.

**3.2 Invoicing and Payment.** SETFA shall be solely responsible for all the salary and benefits to the Fire Chief. SETFA shall invoice EOFD for the amount identified in Section 3.1 on a quarterly basis.

**3.3 Indemnify Regarding EOFD Personnel Claims** EOFD shall indemnify, defend, and hold SETFA harmless from any and all demands, claims, or action or actions by EOFD which arise out of, or relate to, events that occurred prior to the effective date of this Agreement.

### **Section 4. Reporting and Representation**

**4.1 Oversight.** SETFA and EOFD shall consult with each other at regular intervals with respect to the provisions of the Service under the terms and conditions of this agreement. The elected officials or designated representative(s) of SETFA and EOFD shall meet periodically to review this Agreement and discuss any necessary amendment to this Agreement.

**4.2 Reporting.** The Fire Chief shall report to EOFD's Commissioners with respect to the operation of EOFD. The EOFD Commissioners and the Fire Chief will develop regular reporting procedures. The Fire Chief or designee will provide reports as directed by EOFD Commissioners and attend EOFD staff, Board, and other meetings as deemed necessary by EOFD Commissioners.

**4.3 Representation.** The Fire Chief may represent both agencies in intergovernmental meetings that have a common interest that serve the best interest of both agencies which promotes the mutual partnership. Each Board also reserves the right to represent itself in any matter in which the interest of EOFD and SETFA are not mutual. The Fire Chief shall notify both Boards when he/she sees a potential conflict of interest and shall not take a position on behalf of either agency until authorized to do so by each District.

### **Section 5. Terms of the Agreement.**

**5.1 Term.** This Agreement shall be effective on August 1, 2021 and shall continue until terminated by either party.

**5.2 Termination.** The Agreement may be terminated by mutual agreement of the parties at any time. Either party may terminate this Agreement for any reason with six (6) months written notice to the other unless it mutually agreed to terminate the Agreement earlier.

## **Section 6. EOFD and SETFA are independent Governments.**

**6.1 The Districts and the Authority are Independent Governments.** The parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Fire Chief shall have the sole discretion and the obligation to determine the exact method by which the services are provided within the geographical boundaries of EOFD and SETFA.

## **Section 7. Liability and Insurance**

**7.1 Mutual Hold Harmless Regarding Employment Claims.** The parties agree to hold each other harmless, including all commissioners, officials, employees, volunteers and representatives of the respective Districts from any and all claims, lawsuits, costs, including reasonable attorney's and expert witness fees, losses and entitlements arising out of personnel or employment claims and/or related lawsuits brought by employees of the Districts which arise out of, or relate to this Agreement. Specifically, SETFA will indemnify and hold EOFD harmless for any claim brought by any SETFA personnel assigned to EOFD for work related injuries, regardless of coverage provided by Washington State L&I. The provisions of this section shall survive the expiration or termination of this Agreement.

**7.2 Mutual Hold Harmless.** The parties shall defend, indemnify, and hold each other harmless, including elected officials, officers, volunteers and employees from any and all claims, injuries, damages, losses or suits, including attorney's fees arising out of or in connection with the performance of this Agreement, except for injuries and/or damages caused solely by the gross negligence or intentional acts of one of the Parties or its employees or officers.

**7.3 Insurance.** SETFA shall provide EOFD, within five (5) business days, evidence of general and professional liability insurance in form and amounts reasonably acceptable by industry standards and as provided by SETFA's provider of general liability insurance. Additionally, SETFA should provide a Certificate of Insurance naming EOFD as an additional insured with respects to the terms and condition of the ILA.

## **Section 8 Dispute Resolution**

**8.1** The Parties agree to make all reasonable efforts to resolve, through informal good faith negotiations, any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in Section 11. The notice shall set forth, with reasonable specificity, the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible but, in any event, not more than sixty (60) days from the date of the notice unless extended by mutual agreement of the Parties.

**8.2** If a dispute cannot be resolved through direct discussion, mediation may, by mutual consent, be initiated. In the event the Parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the Parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his or her expertise with the nature of the matter in dispute and their ability to facilitate a settlement. The Parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The cost of mediation shall be shared equally between the Parties.

**8.3** In the event the dispute is not resolved in mediation, or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by law. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

### **Section 9. Filing of Agreement**

**9.1** This Agreement shall be filed with the county auditor and listed on the public agency's web site or other electronically retrievable public source.

### **Section 10. Notices**

**10.1** All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing if mailed by first class mail postage prepaid. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following address:

**10.2** Notice to SETFA shall be sent to:

SE Thurston Fire Authority  
P.O. Box 777  
Yelm, WA 98597

**10.3** Notice to EOFD shall be sent to:

East Olympia Fire District 6  
P.O. Box 578  
East Olympia 98540

### **Section 11. Compliance with Laws**

**11.1** The Parties shall comply with all applicable state, federal, and local laws in carrying out the terms of this Agreement.

## **Section 12. Modifications**

**12.1** No modifications or amendment to this Agreement shall be valid unless evidenced in writing and properly agreed to and signed by both Parties.

## **Section 13. Interpretations**

**13.1** This Agreement is and shall be deemed jointly drafted and written by both Parties.

**13.2** 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 it or preparing it.

## **Section 14. Laws and Venue**

**14.1** The Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

**14.2** This agreement has been and shall be construed as having been made and delivered withing 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 of law, suit, inequity or judicial proceeding for the enforcement of this Agreement or any provisions hereto, shall be instituted only in courts of competent jurisdiction within Thurston County, Washington”

## **Section 15. Counterparts**


**15.1** “This Agreement may be executed in duplicate signed originals, each o f which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same”

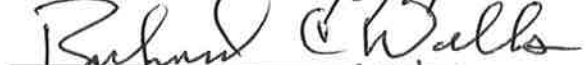
## **Section 16. Administration**

**16.1** This Agreement shall be administered by the Commissioners of SETFA and EOFD.

**East Olympia Fire District 6**

**Commissioners**

  
Stanley Moon Date 7/8/21


  
Richard Wells Date 7/8/21

  
Brandon Faust Date 7/9/21

**SE Thurston Fire Authority**


**Commissioners**

  
Jonathan Sprouffske Date 7/7/21

  
Dave Shepherd Date 7-7-21

  
Stewart Kunkel Date 17-7-21

  
Jeff Dehan Date 7-7-21

  
Kevin Rademacher Date 7/7/21

  
Steven Slater Date 7-7-21