

**INTERLOCAL COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN
THE CITY OF OLYMPIA
AND
LACEY FIRE DISTRICT #3
FOR FIRE PROTECTION AND RELATED EMERGENCY SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Olympia (hereinafter referred to as "OLYMPIA") and the Thurston County Fire Protection District #3 (Lacey Fire District #3) (hereinafter referred to as "DISTRICT"), pursuant to the authority granted by Chapter 39.34 RCW and all relevant and associated statutes.

IT IS THE PURPOSE OF THIS AGREEMENT to certify that pursuant to RCW 52.30.020, the DISTRICT will provide fire protection, fire prevention, rescue and emergency medical services (hereinafter referred to as "Services") to OLYMPIA.

THEREFORE, IT IS MUTUALLY AGREED THAT:

I. STATEMENT OF WORK

The DISTRICT shall furnish the necessary personnel, to provide Services to OLYMPIA in the same manner it provides such protection to other occupancies in Lacey Fire District #3 including, but not limited to, fire protection services, fire suppression services, rescue, fire investigation, inspections, emergency medical services, basic life support services, and the administrative services necessary to support these programs and services, as well as the specific services as outlined below:

Services:

All services shall be provided in a manner consistent with federal, state and local mandates and service protocols.

The DISTRICT shall coordinate with OLYMPIA as needed for any pre-fire planning to ensure timely and effective fire suppression, building evacuation and delivery of emergency services. Such coordination shall as a minimum include:

1. As needed training activities for the firefighters of the DISTRICT on OLYMPIA campus. The training shall familiarize the firefighters with the layout of the buildings, location of fire control systems, access routes and hazards specific to each building.
2. OLYMPIA will be provided an opportunity to be present and/or present information to the DISTRICT Commissioners at their regularly scheduled Board of Fire Commissioners' meetings.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 1, 2018, and shall continue thereafter unless terminated sooner or extended, as provided herein. The contract shall be amended annually by an exchange of letters documenting approximate values of those parcels of land with improvements/buildings, values and the approximate charges for fire protection.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The fee structure shall be reviewed and revised as agreed to by both parties throughout the full term and any agreed upon extensions. OLYMPIA and the DISTRICT shall coordinate at least four (4) months prior to the year-end the costs for fire protection and related emergency services based on the assessed values of the agreed upon buildings and land and the District's levy rate.

It is agreed that the costs for service shall be based on the total assessed value of the OLYMPIA buildings and land identified by the Thurston County Assessor's Office and identified parcel as identified in Exhibit "A" for the 2017-2018 assessment year which is attached and incorporated by reference herein. The properties' assessed value for 2017-2018 is in the amount of \$13,383,000 and the current levy rate is \$1.50/\$1,000.00 of the assessed value. This cost for services will remain constant for the period of January 1, 2018, through December 31, 2018. The annual amount due for 2018 shall be \$20,074.50 based on the current levy rate.

However, the amount due is offset by the usage of Olympia fire truck 04 in 2016 by the District, as provided for in Exhibit B. The parties agree there shall be no amount due from Olympia to the District for years prior to 2018.

For future years, the District will submit a list of properties and assessed value to be included as part of the assessment for a review by Olympia and assessment will be paid based on mutual agreement of said properties and applicable equipment rental rates.

The levy rate set by the Thurston County Assessor's Office for the period of January 1, 2017, through June 30, 2018, will be utilized to calculate the payment amount. The parties agree that the levy rate is capped and will not exceed \$1.50/\$1,000 of assessed value.

IV. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

V. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by authorized personnel of both parties.

This Agreement shall be subject to re-negotiation in the event of a statutory or regulatory change that materially affects this Agreement or either party's performance of this Agreement.

VI. INDEMNIFICATION

The parties to this Agreement shall be responsible for the consequences of any act or failure to act on the part of itself, its employees or its agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify, defend and hold the other party, including Officers, Employees, Agents and Board of Trustees, harmless from any loss which results therefrom.

VII. INSURANCE

Each party shall provide general liability and property insurance for all operations, buildings and equipment conducted in the performance of this Agreement.

Each party shall provide a Certificate of Insurance showing proof of coverage upon execution of this Agreement.

VIII. TERMINATION

Either party may terminate this Agreement upon 60 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IX. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

X. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and

rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties thereto.

XI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XII. WAIVER

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

XIII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XIV. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The contact for the City of OLYMPIA is: Steve Hall
City Manager
P.O. Box 1967
Olympia WA 98507-1967

Additional Contact Person is: Jay Burney
Assistant City Manager
P.O. Box 1967
Olympia WA 98507-1967

The Contact for the DISTRICT is: Steve Brooks
Fire Chief
Lacey Fire District #3
1231 Franz Street SE
Lacey, WA 98503

Additional Contact Person is:

Kathy Dickson
Deputy Fire Chief
Lacey Fire District #3
1231 Franz Street SE
Lacey, WA 98503

XV. FILING OF AGREEMENT

Pursuant to Chapter 39.34 of the Revised Code of Washington, filing of this Interlocal Cooperative Agreement with the County Auditor's office shall be the responsibility of OLYMPIA.

XVI. NON-EXCLUSIVE AGREEMENT

The parties to this Agreement shall not be precluded from entering into similar agreement with other municipal corporations.

XVII. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to mind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF OLYMPIA

LACEY FIRE DISTRICT #3

Cheryl Selby Date
Cheryl Selby
Mayor
City of Olympia

Steve Brooks 10/5/17 Date
Steve Brooks
Fire Chief
Lacey Fire District #3

Approved as to form:

Approved as to form:

Darren Nienaber
Darren Nienaber
Deputy City Attorney

Charles H. Houser, III
Charles H. Houser, III
Attorney for Fire District

**Exhibit A
Assessment**

Site Address	Parcel Number	Section	Acres	2017 Building Value	2017 Land Value	2017 Total Value
6530 E. Martin Way	11815210500	S15181W	8.45	\$453,400	\$1,427,300	\$1,880,700
3000 8 th Ave NE	11818210700	S18181W	4.04	\$700	\$141,900	\$142,600
9441 Piperhill Dr SE	11824440200	S24181W	28.4	\$7,743,000	\$2,115,800	\$9,858,800
5625 Normandy Dr SE	11832340100	S32181W	2.05	\$59,000	\$108,000	\$167,500
2345 Old Pacific Hwy SE	21819130101	S19181E	136	\$596,500	\$201,000	\$797,800
2316 Friendly Grove Rd NE	09680009000	S12182W	14.42	\$137,000	\$172,700	\$309,700
10630 St Clair Cutoff Rd SE	21829230100	S29181E	20.0	\$64,000	\$161,900	\$225,900

Total Value = \$13,383,000

2018 Assessment = \$13,383,000/1,000 x \$1.50 = **\$20,074.50**

Exhibit B
Offset to Fire Protection Costs
Lacey Fire District 3 use of City of Olympia, Olympia Fire Department Reserve
Ladder Truck

According to the records of the Olympia Fire Department Mechanic who maintains the Lacey Fire District 3 Ladder Truck, the Lacey vehicle was out of service being maintained and/or repaired 22 days in 2016.

Lacey's records report that the ladder truck responds on 4.2 calls per day and those responses take .45 hours each.

Based on those number the follow cost for use of the Olympia Ladder Truck is:

22 days x 4.2 calls hours per day x 4.2 calls per day x .45 hours per call = 36.96 hours of actual vehicle use.

Then,

36.96 hours x \$205.00 per hour (State Fire Chief's rate) = \$7,576.80

Olympia should be credited \$7,577.00 towards the cost of fire protection for Olympia owned assets being protected by and situated in Lacey Fire District 3.