

INTERLOCAL AGREEMENT FOR TRAINING CAPTAIN

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"), SE Thurston Fire Authority (SE THURSTON FIRE AUTHORITY) a Washington municipal corporation, (the "Authority"), and South Thurston Fire and EMS (SOUTH THURSTON FIRE AND EMS) a Washington municipal corporation (the "District")

WHEREAS, EAST OLYMPIA FIRE DISTRICT 6, SOUTH THURSTON FIRE AND EMS, 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, SOUTH THURSTON FIRE AND EMS, AND SE THURSTON FIRE AUTHORITY are authorized pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into an interlocal cooperation agreement which allows EAST OLYMPIA FIRE DISTRICT 6, SOUTH THURSTON FIRE AND EMS, 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, SOUTH THURSTON FIRE AND EMS, 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. South Thurston Fire and EMS: STFE
4. East Olympia Fire District 6 Personnel: Employees of EOFD
5. SE Thurston Fire Authority Personnel: Employees of SETFA
6. South Thurston Fire and EMS Personnel: Employees of STFE
7. Training Division: Represents the combined training program of EOFD, SETFA and STFE
8. Training Captain: Represents the Training Captain for EOFD, STFE and SETFA Fire Departments
9. The Board of Commissioners for EOFD, STFE and SETFA: Commission/Commissioners
10. Consumables, Equipment and Supplies: Refers to those regularly-used consumables, equipment, and supplies used on the training ground or assigned during the course of training.

Section 2. Services Provided

2.1 Services provided by SETFA. SETFA agrees to provide training services to EOFD and STFE utilizing SETFA's Training Captain on a contractual basis.

2.1.1 The Training Captain is responsible for managing the Training Division for SETFA, EOFD, and STFE, and shall perform the duties as set forth by the Training Division's Policies and Procedures and Guidelines, along with any other duties which may be assigned by the Deputy Chief /Operations.

2.1.2 The Training Captain, while remaining an employee of SETFA, shall be the designated Training Captain for SETFA, EOFD and STFE.

Section 3. Contributions to Personnel, Expenses, and Consumables

3.1 Personnel. It is anticipated the Training Captain will spend one-half of their work time on SETFA tasks, one-quarter of their time on tasks associated with STFE, and one-quarter of their time on tasks associated with EOFD. Thus, SETFA, will be responsible for one-half of the costs of the Training Captain Position, and EOFD and STFE will each be responsible for one-quarter of the Training Captain Position costs.

3.2 Consumables, Equipment, and Supplies. Each Party shall be responsible for the cost of any equipment, consumables, and supplies used for training including books, straw, plywood, fire starter, propane, etc., and overtime needed at the training center for training their respective members. Any consumables, supplies, and overtime incurred by EOFD for the use of the training facility by SETFA or STFE shall be billed to the respective Party.

3.3 Invoicing and Payment. SETFA shall be solely responsible for all the salary and benefits of the Training Captain Position. SETFA shall invoice EOFD and STFE for the amount identified in Section 3.1 on a quarterly basis. Each Party shall be responsible for invoicing for their respective consumables, equipment, and supplies on a quarterly basis, and shall reimburse the respective Party within (30) days after receipt of the statement.

3.4 Mutual Indemnify Regarding Personnel Claims. All parties agree to indemnify, defend, and hold each other harmless from any and all demands, claims, or action or actions 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. The elected officials or designated representative of SETFA, EOFD, and STFE shall consult with each other at regular intervals with respect to the provisions of the Service under the terms and conditions of this agreement. They shall meet periodically to review the Agreement and discuss any necessary amendments to this Agreement.

4.2 Reporting. The Training Captain shall report to the Deputy Chief/Operations or their designee, shall provide reports as directed by the Deputy Chief/Operations, and attend meetings as deemed necessary by the Deputy Chief/Operations.

4.3 Representation. The Training Captain may represent all three agencies, when designated by the Deputy Chief/Operations, in intergovernmental meetings that have a common interest and serves the best interest of all agencies which promotes mutual partnership. Each agency also reserves the right to represent itself in any matter in which the interest of SETFA, EOFD, and STFE are not mutual.

Section 5. Terms of the Agreement.

5.1 Term. This Agreement shall be effective on December 1, 2022 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 is mutually agreed to terminate the Agreement earlier.

Section 6. SETFA, EOFD, and STFE are independent Governments

6.1 The District's 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.

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 attorneys and expert witness fees, losses and entitlement arising out of personnel or employment claims and/ or related lawsuits brought by employees of the Districts which arise out of, or related to this Agreement. Specifically, SETFA will indemnify and hold EOFD and STFE harmless for any claims brought by any SETFA personnel assigned to EOFD or STFE for work-related injuries, regardless of coverage provided by Washington State L &I. The provisions of this section shall survive the expiration 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. Upon request, each Party shall provide, 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 shall provide a Certificate of Insurance naming EOFD and STFE as an additionally insured with respects to the terms and conditions of this 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 98

10.4 Notice to STFE shall be sent to:

South Thurston Fire and EMS

P.O. Box 4010

Tenino, WA 98589

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 amendments to this Agreement shall be valid unless evidenced in writing and properly agreed and signed by both Parties.

Section 13. Interpretations

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

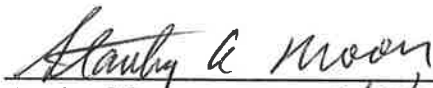
Section 14. Laws and Venue

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.


Section 15. Administration

15.1 This Agreement shall be administered by the Commissioners of SETFA, EOFD, and STFE.

East Olympia Fire District 6 Commissioners


Stanley Moon Date 12/8/22


Brodie Smith Date 12/8/22


Brandon Faust Date 12/9/22

South Thurston Fire and EMS

Everette Evans Date _____

John Vanderhoof Date _____

Alex Murray Date _____

Kip Busby Date _____

John O'Callahan Date _____

SE Thurston Fire Authority Commissioners

Jonathan Sprouffske Date _____

Dave Shepherd Date _____

Stewart Kunkel Date _____

Jeff DeHan Date _____

Kevin Rademacher Date _____

Steven Slater Date _____

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SE Thurston Fire Authority Commissioners

Jonathan Sprouffske Date 3/8/23

Dave Shepherd Date 3/8/23

Stewart Kunkel Date 3/8/23

Jeff DeHan Date _____

Kevin Rademacher Date _____

Steven Slater Date 3-8-23

Bill DeVore 3/8/23

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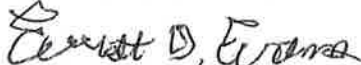

Jonathan Sprouffske Date 3/8/23

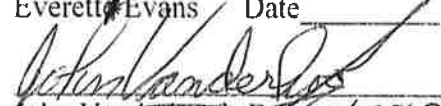

Dave Shepherd Date 3/8/23


Stewart Kunkel Date 3/8/23

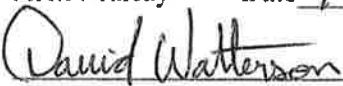
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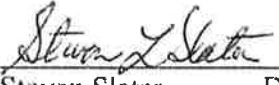

John Vanderhoof Date 4-28-23


Alex Murray Date 4-28-23


David Watterson Date _____


John Callahan Date 4-28-23

Kevin Rademacher Date _____


Steven Slater Date 3-8-23


Bill DeVore 3/8/23