

INTERLOCAL AGREEMENT FOR SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between Thurston County Fire Protection District 6 (EAST OLYMPIA FIRE DISTRICT 6) a Washington municipal corporation, and Thurston County Fire Protection District 3 (LACEY FIRE DISTRICT 3) a Washington municipal corporation, hereinafter collectively referred to as the “District(s)” and/or “Party(ies).”

WHEREAS, EAST OLYMPIA FIRE DISTRICT 6 and LACEY FIRE DISTRICT 3 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 LACEY FIRE DISTRICT 3 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 LACEY FIRE DISTRICT 3 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 LACEY FIRE DISTRICT 3, hereto agree as follows:

1. Definitions. The following definitions shall apply throughout this Agreement.

1.1. East Olympia Fire District 6: EOFD

1.2. LACEY FIRE DISTRICT 3: LFD3

1.3. East Olympia Fire District 6 Personnel: Employees of EOFD

1.4. LACEY FIRE DISTRICT 3 Personnel: Employees of LFD3

1.5. The Fire Chief of EOFD and LFD3 Fire Departments: Fire Chief

1.6. The Board of Fire Commissioners for EOFD and LFD3: Commission/ Commissioners

1.7. Weighted Rate: calculated hourly pay including base rate, benefits, and taxes

2. Services Provided. LFD3 agrees to provide the following services to EOFD:

2.1. Operations Management Services provided by LFD3:

2.1.1. The LFD3 Fire Chief, shall be the designated EOFD Fire Chief for the purpose of statutes and EOFD Policies and Procedures. The Fire Chief shall be 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. Additional duties exceeding ten (10) percent of total hours (per 3.1), shall require approval from the LFD3 Board of Fire Commissioners.

2.1.2. EOFD Commissioners will be responsible for maintaining service and staffing levels, with recommendations coming from the Fire Chief or the Deputy Chief of Operations.

- 2.1.3. The Fire Chief, or designee, will be responsible for personnel management and discipline of EOFD employees consistent with EOFD policies, agreements, and collective bargaining agreements, if needed during the term of this agreement.
- 2.1.4. The LFD3 Deputy Chief of Operations will be responsible for managing the day-to-day operations of EOFD and perform duties as set forth in EOFD's Policies and Procedures. The Deputy Chief of Operations will provide operational oversight to include, but not limited to scheduling, operational readiness, incident command support, personnel related oversight.

2.2. Administrative Services provided by LFD3

- 2.2.1. Finance: Financial support including budget development and management, reporting, compliance standards, contracts and procurement, AP/AR, and signatory services. Provided, that the EOFD Board of Commissioners shall be solely responsible for approving its budget and making necessary tax levies.
- 2.2.2. Fleet Management: Management of fleet service needs including monitoring the status of current apparatus/fleet vehicles and recommendations for disposal or surplus of current apparatus/fleet vehicles.
- 2.2.3. Logistics Management: Administration of logistics needs including scheduled maintenance of equipment and facilities.
- 2.2.4. IT Management: IT support services including network security, procurement, hardware/device management, telecom. Existing EOFD contractor for IT administration will be evaluated for future use.
- 2.2.5. Safety & Compliance: Oversight of safety standards and certifications. Tracking and reporting of safety related concerns. Recording and maintenance of safety records shall be inputted by EOFD and stored in EOFD systems.
- 2.2.6. Training: Development and implementation of training for operations staff. This includes maintenance and reporting of training standards and provision of training opportunities. Training records shall be inputted and maintained by EOFD and in EOFD systems.
- 2.2.7. HR Support: Assistance with interpretation of and compliance with EOFD policy and procedures. Support on questions related to the EOFD collective bargaining agreement. Participation in hiring, promotional, and onboarding processes to include recommendations for training.
- 2.2.8. Community Outreach: Support EOFD agency efforts to conduct community engagement and education. This shall include analysis and recommendations.

Fleet maintenance services provided by LFD3

- 2.2.9.** Subject to limitations provided by the City of Olympia, EOFD fleet apparatus shall be evaluated, maintained, and repaired at the LFD3 Vehicle Repair Facility by mechanics employed by the City of Olympia as a part of the LFD3 contract with the City of Olympia. LFD3 will invoice EOFD monthly for the actual costs related to the maintenance and repair of EOFD apparatus. Should terms with the City of Olympia not be reached, an alternative plan for fleet evaluation, maintenance, and repair will be mutually determined.
- 2.2.10.** The Fire Chief shall make recommendations to EOFD regarding the surplus and replacement of apparatus and equipment owned by EOFD.
- 2.2.11.** LFD3 or EOFD may use reserve apparatus and equipment belonging to either agency when front line fleet apparatus or equipment need to go out of service for repair or maintenance.
- 3. Compensation.** The cost of services under this Agreement shall be based on the estimated LFD3 employment costs (based on the employee's Weighted Rate) incurred to provide the following LFD3 employees to deliver the Services identified in Section 2.
- 3.1. Fire Chief Position Cost Sharing.** The Fire Chief will spend approximately 20 hours per month on tasks associated with EOFD.
- 3.2. Deputy Chief of Operations Position Cost Sharing.** The Deputy Chief of Operations will spend approximately 30 hours per week on tasks associated with EOFD and approximately 10 hours of his/her work week on tasks associated with LFD3. This includes after hours on-call Chief officer management.
- 3.3. Safety & Compliance Officer Cost Sharing** – An Assistant Chief will spend approximately 5 hours per week for the position in the first 3 months, 10 hours per month thereafter.
- 3.4. Training Cost Sharing** – An Assistant Chief will spend approximately 10 hours per week for the position in the first 3 months, 20 hours per month thereafter.
- 3.5. Logistics Cost Sharing** – An Assistant Chief will spend 10 hours per week for the position in the first 3 months, 20 hours per month thereafter.
- 3.6. Finance Cost Sharing** – The Chief Finance Officer will spend 5 hours per week for the position in the first 3 months, 10 hours per month thereafter.
- 3.7. IT Cost Sharing** – The IT Director will spend 10 hours per week for the position in the first 3 months, 20 hours per month thereafter.
- 3.8. Community Outreach Cost Sharing** – The Executive Assistant will assist with EOFD with public outreach needs throughout the duration of this agreement for up to 4 hours per month.

- 3.9. Legal**– All legal costs incurred by LFD3 during setup of this agreement will be billed monthly to EOFD. Costs will be shared equally between LFD3 and EOFD for subsequent management of this agreement.
- 3.10. HR** – LFD3 HR staff will assist EOFD for up to 2 hours per week for the first 3 months, 2 hours per month thereafter. Provided, significant labor or personnel issues that require more than 2 hours per week, may be billed to the EOFD at a cost equivalent to the hourly weighted rate of HR Director.
- 3.11. Support services**, chaplain services, member support training at no additional cost.
- 3.12. Total Costs For Services** For 2026: \$396,700, based upon estimated hours charged at the weighted rates, including a 3-month discovery period. The estimated costs are subject to an increase or decrease of up to 10% in the event the estimated hours are inaccurate and LFD3 provides documentation of any increase. Regardless of any adjustments, costs are subject to review and renegotiation at 6-months based on actual amounts of time spent by LFD3 employees to provide the Services. Costs are subject to increase per LFD3 wage scale adjustments in the second year (2027).
- 3.13. Invoicing and Payment.** LFD3 shall be solely responsible for the salary and benefits for all identified shared staff employed by LFD3. LFD3 shall invoice EOFD for the amount identified in Section 3.12 in equal monthly installments. For the month of January 2026, LFD3 shall invoice EOFD at fifty (50) percent of the total month. EOFD shall pay such invoices within 30 days of receipt.
- 3.14. Indemnify Regarding EOFD Personnel Claims** EOFD shall indemnify, defend, and hold LFD3 and all shared staff 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.

4. Employment Status.

- 4.1. LFD3 Personnel.** LFD3 personnel who provide services under this Agreement shall remain personnel of LFD3 and shall not be considered personnel of EOFD. LFD3 shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits, and insurance for its personnel. LFD3 personnel shall not be entitled to any benefit provided to personnel of EOFD. LFD3 Fire Chief may be supervised by the EOFD Board of Commissioners in relation to the services provided under this Agreement, but any performance or disciplinary matters shall be reported to the LFD3 Board of Commissioners which shall retain sole discretion to address any such issues.
- 4.2. EOFD Personnel.** EOFD personnel shall remain personnel of EOFD and shall not be considered personnel of LFD3. EOFD shall, at all times, be solely responsible for the conduct of its personnel and shall be solely responsible for all compensation, benefits, and insurance for its personnel. EOFD personnel shall not be entitled to any benefit provided to LFD3 personnel.

- 4.3. Employee Consent.** LFD3 employees providing services to EOFD shall be required to sign a consent form substantially in the form attached hereto as Exhibit A incorporated by this reference. (“Employee Consent”). By obtaining such consent, it is the intent of the Parties to establish that both Parties shall be deemed the employers of the employees’ providing services under this agreement solely for purposes of the Industrial Insurance Act in accordance with the holding of *Novenson v. Spokane Culvert & Fabricating Co.* 91 Wn.2d 550, 553, 588 P.2d 1174 (1979).

5. Reporting and Representation

- 5.1. Oversight.** LFD3 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. Designated elected officials, staff representative(s) of LFD3, and EOFD shall meet monthly the first three months and every other month thereafter to review this Agreement and discuss any necessary amendment to this Agreement.
- 5.2. 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, provided these additional meetings do not exceed ten (10) percent of the allocated hours without prior approval of the LFD3 Board of Fire Commissioners
- 5.3. 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 LFD3 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.
- 5.4. Point of Contact.** The EOFD Board of Fire Commissioners shall designate a point of contact for all issues related to this agreement with LFD3.

6. Term of the Agreement.

- 6.1. Term.** This Agreement shall be effective on **January 12, 2026**, and shall continue until December 31, 2027. With option to renew thereafter. Prior to February 1st, 2026, LFD3 recognizes that the EOFD Fire Chief will maintain current status of command and authority.
- 6.2. Termination.** The Agreement may be terminated by mutual agreement of the parties at any time. Following the three-month discovery period, either party may terminate this Agreement for any reason with one hundred and twenty (120) days written notice to the other unless mutually agreed to terminate the Agreement earlier.
- 6.3. Termination by Merger.** The Parties agree to work cooperatively to determine whether a statutory merger would be in the best interest of both Parties. In the event the Parties merge during the term of this Agreement, the Agreement shall terminate without further action by either party on the effective date of the merger.

7. **Public Records.** EOFD personnel shall remain responsible for compliance and associated costs with the Public Records Act. LFD3 may provide administrative assistance as necessary, and the Parties shall work cooperatively to address any public record requests that include records that may be in the custody or possession of either Party.
8. **EOFD and LFD3 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 LFD3.
9. **Indemnification**
 - 9.1. LFD3 shall indemnify, defend, and hold harmless EOFD, its officers, officials, agents, volunteers, and employees from and against any and all claims, injuries, damages, losses, suits, or other liability arising from injury or death to persons or damage to property resulting in whole or in part from acts or omissions of LFD3, its officers, officials, agents, or employees arising out of, in connection with, or incident to the work performed under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes LFD3's waiver of immunity under Title 51 RCW, Industrial Insurance, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
 - 9.2. EOFD shall indemnify, defend, and hold harmless LFD3, its officers, officials, agents, volunteers, and employees from and against any and all claims, injuries, damages, losses, suits, or other liability arising from injury or death to persons or damage to property resulting in whole or in part from acts or omissions of EOFD, its officers, officials, agents, or employees arising out of, in connection with, or incident to the work performed under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes EOFD's waiver of immunity under Title 51 RCW, Industrial Insurance, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
 - 9.3. Neither party shall be deemed to be an agent of the other party during the performance of this Agreement.
 - 9.4. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.
10. **Insurance.** Each party shall provide insurance coverage for its own operations, facilities, equipment, and personnel. Each party shall furnish to the other party appropriate documentation showing that such coverage is in effect.

11. Dispute Resolution

- 11.1.** 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.
- 11.2.** 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.
- 11.3.** 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.

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

13. Notices. 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:


13.1.1. Notice to LFD3 shall be sent to:
LACEY FIRE DISTRICT 3
Attention: Board of Fire Commissioners
1231 Franz St. SE
Lacey, WA 98503

13.1.2. Notice to EOFD shall be sent to:
EAST OLYMPIA FIRE DISTRICT 6
Attention: Board of Fire Commissioners
P.O. Box 578
East Olympia 98540

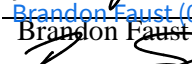
14. Compliance with Laws. The Parties shall comply with all applicable state, federal, and local laws in carrying out the terms of this Agreement.

15. **Modifications.** No modifications or amendment to this Agreement shall be valid unless evidenced in writing and properly agreed to and signed by both Parties.
16. **Interpretations.** 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.
17. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
18. **Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.
19. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
20. **No Separate Entity Created.** This Agreement does not establish a separate legal entity.
21. **Property Ownership.** This Agreement shall not create any joint property.
22. **Laws and Venue.** The Agreement shall be interpreted in accordance with the laws of the State of Washington. 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.
23. **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.
24. **Administration.** This Agreement shall be administered by the Commissioners of LFD3 and EOFD.

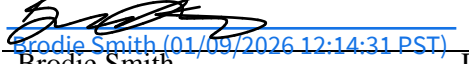
**East Olympia Fire District 6
Commissioners**


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 Brandon Faust Date

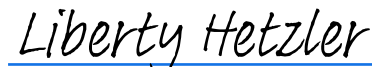

[Brodie Smith \(01/09/2026 12:14:31 PST\)](#)

 Brodie Smith Date



[Kevin A. Pierce \(01/09/2026 11:07:58 PST\)](#)

 Kevin Pierce Date

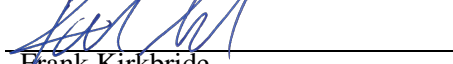
**Lacey Fire District 3
Commissioners**


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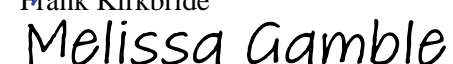
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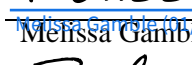
 Frank Kirkbride Date


[Melissa Gamble \(01/11/2026 08:52:28 PST\)](#)

 Melissa Gamble Date


[Sylvia Roberts \(01/09/2026 19:14:51 PST\)](#)

 Sylvia Roberts Date


[Rick Kelling \(01/09/2026 15:14:26 PST\)](#)

 Rick Kelling Date

EXHIBIT A

[CONSENT TO LOANED EMPLOYEE AGREEMENT]

I, _____, am an employee of Thurston County Fire Protection District 3 (LACEY FIRE DISTRICT 3) "LFD3" I understand that Thurston County Fire Protection District 6 (EAST OLYMPIA FIRE DISTRICT 6) "EOFD" has requested that LFD3 provide employees to EOFD to provide various services on an as needed basis pursuant to a Interlocal Agreement dated _____, 20__ ("ILA").

In consideration for the wages and benefits that I will receive from LFD3 as a Loaned Employee to EOFD, I agree to the following:

1. I consent and agree to perform services for EOFD as required by EOFD (the "Services") in accordance with the ILA.
2. I understand that LFD3 or EOFD personnel will be supervising and directing my performance of the Services while working and that I will be deemed to be an employee of both LFD3 and EOFD for purposes of the Industrial Insurance Act, Title 51 RCW during that time.
3. I understand that for the Services I provide to EOFD, I will receive the same compensation and benefits I am receiving for my work for LFD3. I further understand that I will receive my compensation and benefits from LFD3 and not from EOFD.

At any time hereunder, I may withdraw my consent to this arrangement by notifying LFD3 and EOFD in writing.

Dated this ____ day of _____, 20__.

(Signature)

(Print Name)











INTERLOCAL AGREEMENT with EOFD6 - Final - 01.09.2026

Final Audit Report

2026-01-11

Created:	2026-01-09 (Pacific Standard Time)
By:	Chris DeBell (cdebell@laceyfire.com)
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"INTERLOCAL AGREEMENT with EOFD6 - Final - 01.09.2026" History


-  Document created by Chris DeBell (cdebell@laceyfire.com)
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-  Document emailed to Liberty Hetzler (lhetzler@laceyfire.com) for signature
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-  Document emailed to Frank Kirkbride (fkirkbride@laceyfire.com) for signature
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-  Document emailed to Melissa Gamble (mgamble@laceyfire.com) for signature
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-  Document emailed to Sylvia Roberts (sroberts@laceyfire.com) for signature
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-  Document emailed to Rick Kelling (rkelling@laceyfire.com) for signature
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-  Document emailed to Brandon Faust (bfaust@eofd.org) for signature
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-  Document emailed to Brodie Smith (bsmith@eofd.org) for signature
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-  Email viewed by Brandon Faust (bfaust@eofd.org)
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 Email viewed by Kevin Pierce (kpierce@eofd.org)

2026-01-09 - 11:06:19 AM PST

 Signer Kevin Pierce (kpierce@eofd.org) entered name at signing as Kevin A. Pierce


2026-01-09 - 11:07:56 AM PST

 Document e-signed by Kevin A. Pierce (kpierce@eofd.org)

Signature Date: 2026-01-09 - 11:07:58 AM PST - Time Source: server

 Document e-signed by Brandon Faust (bfaust@eofd.org)

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2026-01-11 - 12:44:00 PM PST

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Signature Date: 2026-01-11 - 12:45:43 PM PST - Time Source: server



✔ Agreement completed.

2026-01-11 - 12:45:43 PM PST



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