

**INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES  
BETWEEN  
THE CITY OF OLYMPIA  
AND  
THURSTON COUNTY FIRE PROTECTION DISTRICT 9**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract must be authorized by the governing body of each party to the contract and must set forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (CITY) and Thurston County Fire Protection District 9 (DISTRICT) agree as follows:

**I. Purpose/Objective**

The purpose of this Agreement is to allow the City and the DISTRICT to contract with each other to establish fire suppression and emergency medical care services for the citizens within the identified boundaries on Exhibit 1 and set up terms of such service. Both parties desire to provide the quality service within the identified boundaries and believe that this will be most efficiently accomplished by establishing services on a contractual basis in the manner provided herein. This Agreement is an extension and modification of the Agreement adopted by the CITY as an accessory to the area annexation in February 2013 and replaces the prior agreement and all amendments in its entirety. Exhibit 1 shows the areas where the DISTRICT will respond for the CITY. Exhibit 2 shows the areas where the CITY will respond for the DISTRICT.

**II. Services**

Other mutual aid agreements are not affected by this agreement.

A. Services provided by the CITY are as follows:

1. Subject to the Incident Command provisions below, the City of Olympia Fire Department will be the second responder to calls occurring in the area shown on Exhibit 1.

2. Subject to the Incident Command provisions below, the City of Olympia Fire Department will be the first responder to the area shown on Exhibit 2.

3. The City of Olympia Fire Department will respond with the on-duty Shift Commander to the DISTRICT anytime a City of Olympia Fire Department resource is dispatched to the DISTRICT for multi-unit response, e.g. structure fire, MCI, MVA, or extrication.

**B. Services provided by the DISTRICT are as follows:**

1. Subject to the Incident command provisions below, the DISTRICT will be the first responder for the area shown on Exhibit 1. The DISTRICT will cooperate with the CITY in providing the documentation that the CITY might need in regard to the calls that the DISTRICT responds to on behalf of the CITY.

2. The DISTRICT will provide basic life support ambulance transport in the areas shown on Exhibit 2.

3. Subject to the Incident Command provisions below, the DISTRICT will be the second responder for the area shown on Exhibit 2.

**C. Incident Command**

Exhibit 1 Area:

1. The first arriving Emergency Response unit will initiate command following National Incident Management System (NIMS) protocols.

2. Transfer of Command will be made to the first arriving CITY command officer following the "Transfer of Command" as described in NIMS for the area shown on Exhibit 1.

3. In the event that no CITY Command staff are available to come to the scene, command functions will be handled by the DISTRICT units on scene according to the Thurston County Mutual Aid for Fire and Emergency Medical Services contract.

4. In the event that no DISTRICT staff are available to come to the scene, command functions will be handled by the CITY units on scene according to the Thurston County Mutual Aid for Fire and Emergency Medical Services contract.

Exhibit 2 Area:

1. The first arriving Emergency Response unit will initiate command following National Incident Management System (NIMS) protocols.
2. Transfer of Command will be made to the first arriving DISTRICT command officer following the “Transfer of Command” as described in NIMS for the area shown on Exhibit 2.
3. In the event that no DISTRICT Command staff are available to come to the scene, command functions will be handled by the CITY units on scene according to the Thurston County Mutual Aid for Fire and Emergency Medical Services contract.
4. In the event that no CITY staff are available to come to the scene, command functions will be handled by the DISTRICT units on scene according to the Thurston County Mutual Aid for Fire and Emergency Medical Services contract.

**D. Service Delivery:**

Neither party assumes liability for failure to provide fire and emergency medical services by the reason of any circumstance beyond its control. In the event of simultaneous fires or emergencies whereby the facilities, equipment, and staffing of any party is taxed beyond its capabilities to render appropriate services, each party has complete discretion as to the most expeditious manner of handling and responding to calls within its respective service area. This agreement creates no duty to third parties and creates no third party beneficiaries.

**III. Fire Service Forum**

A. Joint meetings between the CITY’s Fire Chief and the DISTRICT’s Fire Chief are known as the Fire Services Forum. Designated members of the CITY and the DISTRICT shall meet at least annually, or as often as requested by either party, to discuss issues of importance or concern to one or both parties.

B. The purpose of the Forum is to oversee the delivery of services under this Agreement and serve as a conduit for the exchange of information and discussion of issues of mutual interest, including but not limited to: service agreements, amendments or changes to this Agreement, the budget for fire services, level of service, master planning, third party actions that impact the parties to this Agreement, or other topics as identified by either party. The Forum has the authority to modify the Exhibit and the Services listed under Sections II.A and II.B by mutual agreement without further legislative approval from either party’s governing body.

C. The schedule for meetings of the Forum will be established by its members on an annual basis. Thereafter, the parties shall annually adopt a schedule for the meetings.

#### IV. Administration

##### A. General:

The parties mutually agree:

1. To execute all documents necessary to give effect to this Agreement.
2. To assign the responsibility of administering this Agreement to the City Fire Chief and the District Fire Chief under the policies of the governing bodies of the parties to this Agreement.

##### B. Modification:

This instrument constitutes the entire agreement between the parties. No modification or amendment is valid unless it is evidenced in writing, properly set forth, and signed by both parties. During the term of the Agreement, either party may request in writing to renegotiate in good faith. A request made under the provisions of this may not be considered a notice of intent to terminate the Agreement.

##### C. Dispute Resolution:

1. Participation. In the event that any dispute arises between the parties as to the interpretation or application of any term of this Agreement, or as to the validity of any claim made by either the party against the other as a result of this Agreement, and the parties are unable to resolve the dispute through negotiations, the parties agree to participate in a non-binding neutral evaluation and mediation of their dispute at a mutually agreeable location. Either party may request that any dispute be submitted to the neutral evaluation and mediation at any time upon giving written notice to the other party.

2. Selection of Mediator. If a party gives written notice as set forth in Paragraph 1, the parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the appointment of the neutral person cannot be made for any reason, either party may terminate the dispute resolution process or the parties may, by agreement, seek other means of resolution.

3. Conflicts of Interest. Each party shall promptly disclose to the other any known circumstances that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. If any such circumstances exist, the individual may not serve as a neutral mediator unless both parties agree in writing.

4. Compensation of Mediator. The neutral mediator's charges must be established at the time of appointment. Unless the parties otherwise agree, the fees and expenses of the neutral mediator must be split equally, and each party shall bear its own costs and expenses.

5. Mediation Session. The mediation session is intended to provide each party with an opportunity to present its best case and position to the other party and the neutral mediator, and for the parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate communication between the parties, identify issues, and generate options for settlement. The neutral mediator shall also discuss with each party separately the neutral mediator's opinion and evaluation of the strengths and weaknesses of that party's position. The terms of any settlement made by the parties as the result of the mediation must be set out in a written addendum to this Agreement.

6. Confidentiality. The dispute resolution process described in this section seeks to reach compromise through negotiation. To the extent allowed by law, the parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made during the mediation by either of the parties, their agents, employees, experts, representatives, or attorneys, or by neutral mediator. The pursuit of settlement and compromise will not be admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator is disqualified as a trial or deposition witness, consultant, or expert of either party.

7. Reservation of Rights. In the event that the parties are unable to resolve any issue through the dispute resolution process established in this section, the parties reserve any and all other rights and remedies available to each of them regarding such dispute.

## **V. Indemnification & Insurance**

A. The DISTRICT and the CITY each shall defend, indemnify, and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement. For purposes of this Agreement, the parties each expressly waive their immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to their employees and agree that the obligations to protect, save, defend, indemnify, and hold each other harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the parties. The foregoing waiver is mutually negotiated by the parties to this Agreement.

## B. Insurance.

### 1. Insurance Term

The DISTRICT and the CITY shall each procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Services by either party, its agents, representatives, volunteers, or employees.

### 2. No Limitation

The DISTRICT's and the CITY's maintenance of insurance as required by this Agreement may not be construed to limit the liability of either party to the coverage provided by such insurance, or otherwise limit either party's recourse to any remedy available at law or in equity.

### 3. Insurance Coverage

The DISTRICT and the CITY shall, to the best of their ability, coordinate their liability insurance coverage and/or self-insured coverages to the extent possible to fully implement and follow the Contract set forth herein. To that purpose, for the duration of this Agreement the DISTRICT and the CITY shall maintain occurrence-based general and professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000) per occurrence. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective between the DISTRICT and the CITY signing this Contract, and the failure of any insurance carrier or self-insured pool or organization to agree to follow the terms of this provision on liability does not relieve the DISTRICT and the CITY from its obligations under this Agreement.

### 4. Minimum Amounts of Insurance

The DISTRICT and the CITY shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$10,000,000 per accident.

b. Commercial General Liability insurance must be written with limits no less than \$10,000,000 each occurrence, \$10,000,000 general aggregate.

#### c. Verification of Coverage

The DISTRICT and the CITY shall furnish original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work or substitute form such as an *Evidence of Coverage* letter from a government risk pool approved by the state of Washington in which the DISTRICT or the CITY is a member of.

## **VI. Duration of Agreement**

This Agreement takes effect on the date of the last authorizing signature affixed and proper recoding hereto and automatically renews unless otherwise terminated in the manner described under the termination section of this Agreement.

## **VII. Termination of Agreement**

This Agreement may be terminated by either party upon giving written notice thereof to the other party not less than six (6) months prior to the requested date of termination.

## **VIII. Severability**

If any provisions of this Agreement or any aspect of the implementation of this Agreement is held invalid, the remainder of the Agreement or the implementation of the remainder is not affected.

## **IX. Assets**

All property acquired by the DISTRICT to enable it to perform the services required under this Agreement remains the property of the DISTRICT if this Agreement is terminated. All property acquired by the CITY to enable it to perform the services required under this Agreement remains the property of the CITY if this Agreement is terminated.

## **X. Financing**

This Agreement does not include any financial contributions or payment by either party.

## **XI. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the DISTRICT and the CITY and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

## **XII. Posting or Recording**

Prior to its entry into force, each party shall post this Agreement on its website or other electronically retrievable public source or either party may file this Agreement with the Thurston County Auditor's Office or as required by RCW 39.34.040.

## **XIII. Employment Relationship**

Employees of each agency remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Agreement does not change that relationship for any purpose. Neither agency may be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each

agency's responsibilities to its own employees for work place injuries remains unchanged by this Agreement.

**XIV. Notice/Contract Representative**

Each party shall send any notice required under this Agreement to the other party at the address listed below; such notice is effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Fire Chief

Re: Interlocal Agreement with Thurston County Fire District No. 9

PO Box 1967

Olympia, WA 98507-1967

Thurston County Fire District No. 9

Attn: Fire Chief

Re: Interlocal Agreement with City of Olympia

125 Delphi Road NW

Olympia, WA 98502

**XV. Records**

Each party shall maintain its own public records and is solely responsible for responding to records requests received about the subject matter of this Agreement. Any public records request addressed to the group as if this Agreement created a separate legal entity, must be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.

**XVI. Interpretation and Venue**

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of this Agreement is the Superior Court of Thurston County.

**[SIGNATURES ON FOLLOWING PAGE]**



**CITY OF OLYMPIA**

**THURSTON COUNTY FIRE  
DISTRICT NO. 9**

\_\_\_\_\_  
Steven J. Burney, City Manager

\_\_\_\_\_  
Board Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

*Michael M. Young*  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
District Attorney

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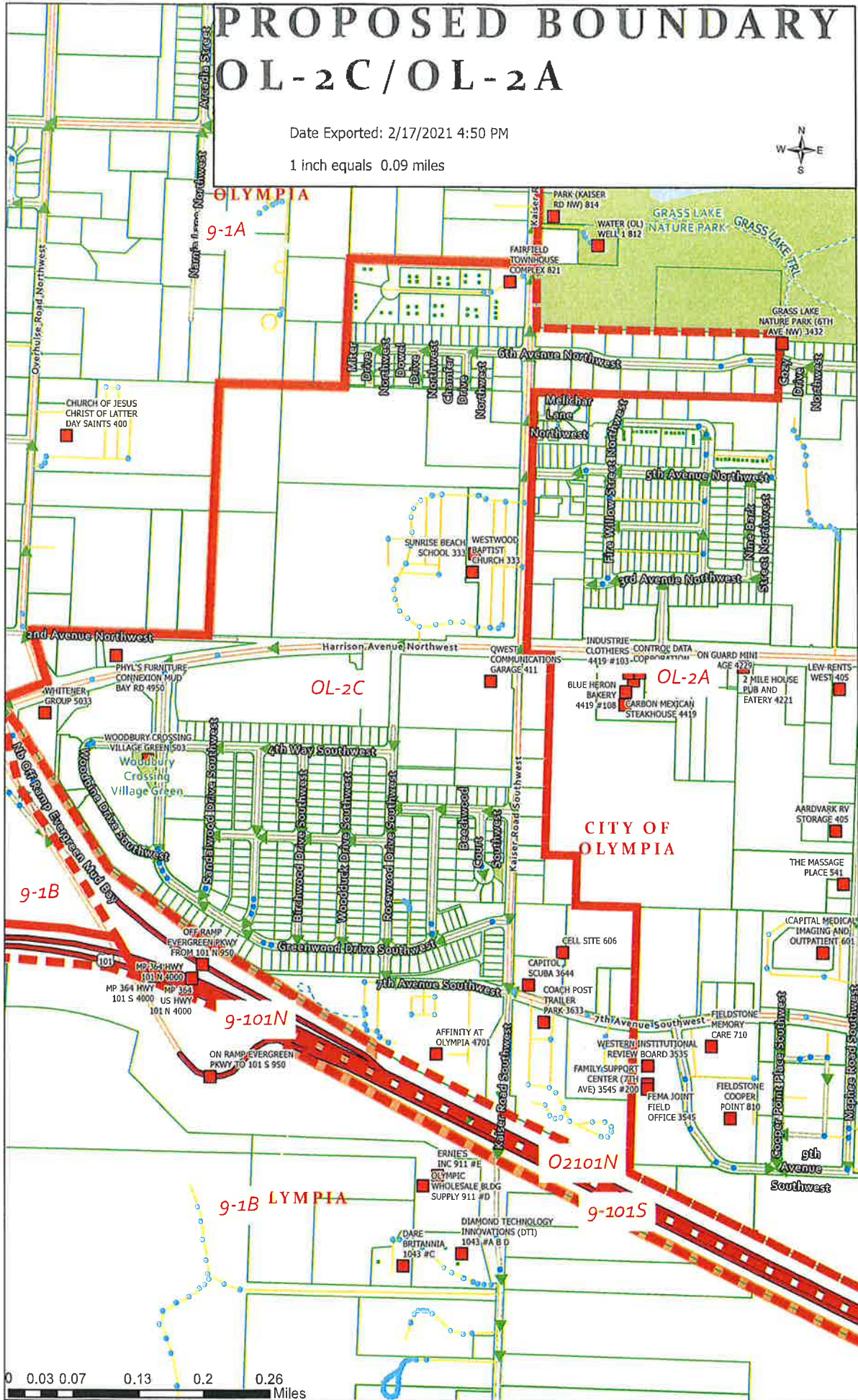
**EXHIBIT # 1**

**Exhibit #1 Response Area Map follows on subsequent page.**

# PROPOSED BOUNDARY OL-2C/OL-2A

Date Exported: 2/17/2021 4:50 PM

1 inch equals 0.09 miles



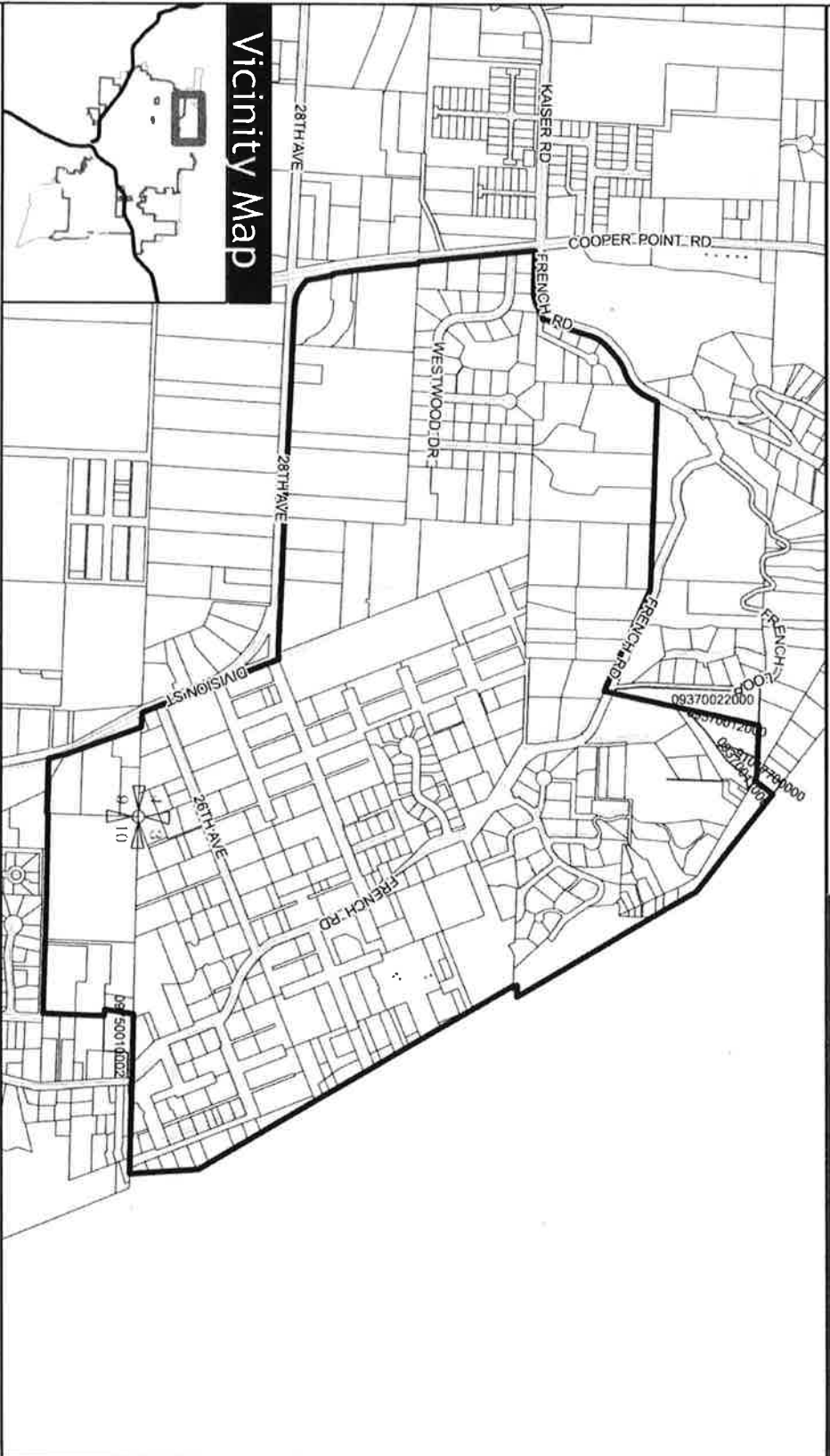
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**EXHIBIT # 2**

**Exhibit #2 Response Area Map follows on subsequent page.**

# Exhibit "2" Emergency Response Area Interlocal Agreement

City of Olympia | Capital of Washington State



**Vicinity Map**

0 0.125 0.25 Miles

Map created: November 5, 2012  
 Please contact Ladd Cluff with questions:  
 LCluff@cityofolympia.wa.us  
 (360) 753-8389

**Legend**

	City of Olympia Area		Major Road
	County Road		State Route
	Interstate		US
	Secondary/Local Road		Unimproved
	Primary Road		Active Railroads
	Local Highway		

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