

EMERGENCY SERVICES OPERATING AGREEMENT
BETWEEN
THE CITY OF OLYMPIA
AND
THURSTON COUNTY FIRE PROTECTION DISTRICT No. 9

I. Parties

The parties to this agreement are the City of Olympia, a municipal corporation of the State of Washington, referred herein as the CITY; and Thurston County Fire Protection District No. 9, a municipal corporation of the State of Washington, referred to herein as the DISTRICT.

II. Purpose

Both parties are authorized under the provisions of RCW 39.34.080 and RCW 52.12.031(3) to contract with each other to establish fire suppression and emergency medical care services for the citizens within the annexation boundaries. The purpose of this agreement is to set out terms of such service. Both parties desire to provide the quality service within the annexation 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 "101 area annexation" in October of 2007. Exhibit 1 shows areas where the District will respond for the City. Exhibit 2 shows areas where the City will respond for the District.

III. Services

Other mutual aid agreements are not affected by this agreement.

A. Services to be provided by the CITY:

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.

B. Services to be provided by the DISTRICT:

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 with 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 Exhibits 1 and 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 Olympia Fire Department command officer following "Transfer of Command" as described in NIMS for the area show on Exhibit 1.
3. In the event that no Olympia Command staff are available to come to the scene, command functions will be handled by the District 9 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 Olympia Fire Department 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 "Transfer of Command" as described in NIMS for the area show 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 service by 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 shall have 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.

IV. Fire Service Forum

- A. Joint meetings between the City's Fire Chief and the Fire District's Fire Chief shall be known as the Fire Services Forum. Designated members of the CITY and 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.
- 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.

V. Administration

A. General:

The parties mutually agree:

1. To execute any and all documents necessary to give effect to this Agreement.
2. To assign the responsibility of administrating this Agreement to the CITY Fire Chief and 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 shall be valid unless it is evidenced in writing, properly set forth, and signed by both parties. During the term of this Agreement, either party may request in writing to re-negotiate specific provisions of the Agreement or to settle other differences of the parties. In the event such a request is made, the parties agree to negotiate in good faith. A request made under the provisions of this section shall 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 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 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 a 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 neutral mediator. If any such circumstances exist, the individual shall not serve as neutral mediator unless both parties agree in writing.

4. Compensation of Mediator. The neutral mediator's charges shall be established at the time of appointment. Unless the parties otherwise agree, the fees and expenses of the neutral mediator shall 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 shall 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. The parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts, representatives, or attorneys, or by the neutral mediator. The pursuit of settlement and compromise, and will not be admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be 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.

D. Term of Agreement:

This Agreement shall be effective on the effective date set forth in Paragraph XVII below, and automatically renew unless notice of intent to terminate is given as provided in Section E.

E. Termination:

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.

VI. Assets

All property acquired by the District to enable it to perform the services required under this Agreement shall remain 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, shall remain the property of the City if this Agreement is terminated.

VII. Financing

This agreement does not include any financial contributions or payments by either party.

VIII. Risk Coverage

- A. Each party shall provide risk coverage for all facilities and equipment currently owned or hereafter purchased by such party and used under the terms of this Agreement.
- B. Each party shall provide risk coverage for all operations conducted in the performance of this Agreement. Such coverage shall include general liability, with minimum limits of \$1,000,000 per occurrence.
- C. Each party shall furnish appropriate documentation showing that such coverage is in effect, at the initiation of this agreement, and each subsequent year on the same date for the duration of the contract.

IX. Liability

Each of the parties shall, at all times, be solely responsible for any acts or omissions of its personnel that occur or arise in any way out of the performance of this Agreement. Each of the parties agrees to hold the other party and its personnel and officials harmless from all costs, expenses, losses, and damages, including costs of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.

X. 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 shall not be affected.

XI. Notices

All notices, requests, demands, and other communications required by this Agreement shall be in writing. Except as expressly provided elsewhere in this Agreement, such communications shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing if mailed first class postage prepaid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at anytime in writing.

A. Notice to the City of Olympia shall be sent to:

City of Olympia
Attn: Fire Chief
100 Eastside St NE
Olympia, WA 98506-4081

B. Notice to Fire District 9 shall be sent to:

Thurston County Fire District 9
Attn: Fire Chief
125 Delphi RD NW
Olympia, WA 98502

XII. Benefit of Parties Only

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 party.

XIII. Non-Exclusive Agreement

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

XIV. Enforcement

Should either party bring suit against the other to enforce any provision of this Agreement or to redress any breach thereof, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney's fees.

XV. Jurisdiction and Venue

Jurisdiction and venue for any dispute arising under this Agreement shall be in Thurston County Superior Court, Olympia, Thurston County, Washington.

XVI. Construction

This Agreement is to be construed in accordance with the laws of the State of Washington as now written or hereinafter amended.

XVII. Effective Date/Implementation

This Agreement shall be effective from the date of execution of this Agreement by both parties and upon filing with the City Clerk and County Auditor.

EXECUTED BY THE PARTIES this _____ day of _____ [year].

CITY OF OLYMPIA

By: _____
Mayor

CITY CLERK

Attest: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: Darren Nieneke DCA

**THURSTON COUNTY FIRE
DISTRICT No. 9**

By: [Signature]

By: [Signature]

By: _____

Board
DISTRICT SECRETARY

By: [Signature]

APPROVED AS TO FORM AND CONTENT:

DISTRICT ATTORNEY

By: _____

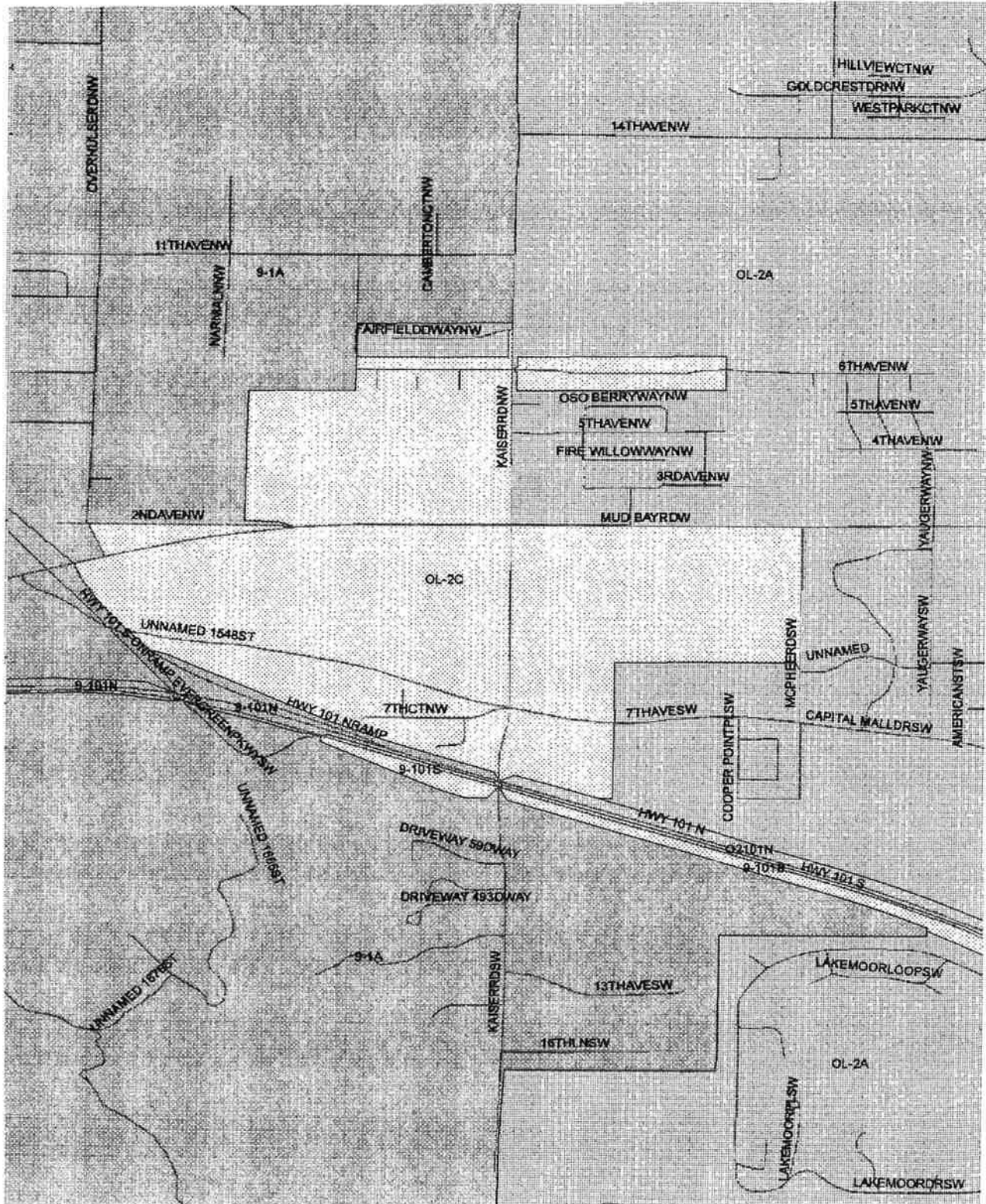


Exhibit " 1 "

Date: November 05, 2012

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EXHIBIT "2"
CITY OF OLYMPIA AND FIRE DISTRICT 9
EMERGENCY RESPONSE AREA INTERLOCAL AGREEMENT

Emergency Response Area, situated in Section 3, 4, 9 and 10, Township 18 North, Range 2 West, Willamette Meridian, Thurston County, Washington, said Emergency Response Area contained and bounded within the following described area:

BEGINNING at the intersection of the Inner Harbor Line and the south line of said Section 3, from which the southwest corner of said Section 3 bears North 88°33'37" East, 2,285 feet more or less; thence Westerly along said south line to the intersection with the west line of Thurston County Assessor's Parcel Number (APN) 09750010002; thence tracing said APN Southerly to the southwest corner of said APN; thence Easterly to the intersection with the west line of the Olympia City Limits; thence Southerly along said City Limit to the intersection with the north line of Orchard Park Addition to Olympia, as recorded in Volume 7 at Page 37, Thurston County records; thence Westerly along said north line to the intersection with the east right-of-way of Division Street ; thence Northerly along said Division Street right-of-way to the intersection with the north right-of-way of 28th Avenue; thence Westerly along said 28th Avenue right-of-way to the intersection with the east right-of-way of Cooper Point Road; thence Northerly along said Cooper Point Road right-of-way to the intersection with the southerly right-of-way of French Road; thence Northeasterly along said French Road right-of-way to the intersection with the north line of Scammell's Addition to West Olympia, as recorded in Volume 3 at Page 100, Thurston County records; thence Easterly along said north line to the intersection with the southerly right-of-way of French Road; thence Easterly along said French Road right-of-way to the intersection with the easterly line of APN 09370022000 extended southerly; thence Northerly along said extension to the northeast corner of said APN; thence Easterly along the north line of APN 09370012000 and 09370011000 to the west line of APN 09101770000; thence Southeasterly along said APN 09101770000 to the southwest corner of said APN 09101770000; thence Northeasterly along the southerly line of said APN 09101770000 to the intersection with the Inner Harbor Line; thence Southerly along said Inner Harbor Line to the **POINT OF BEGINNING**.

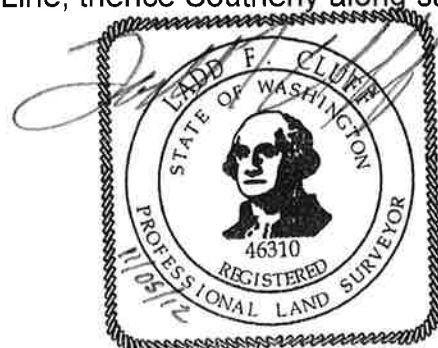
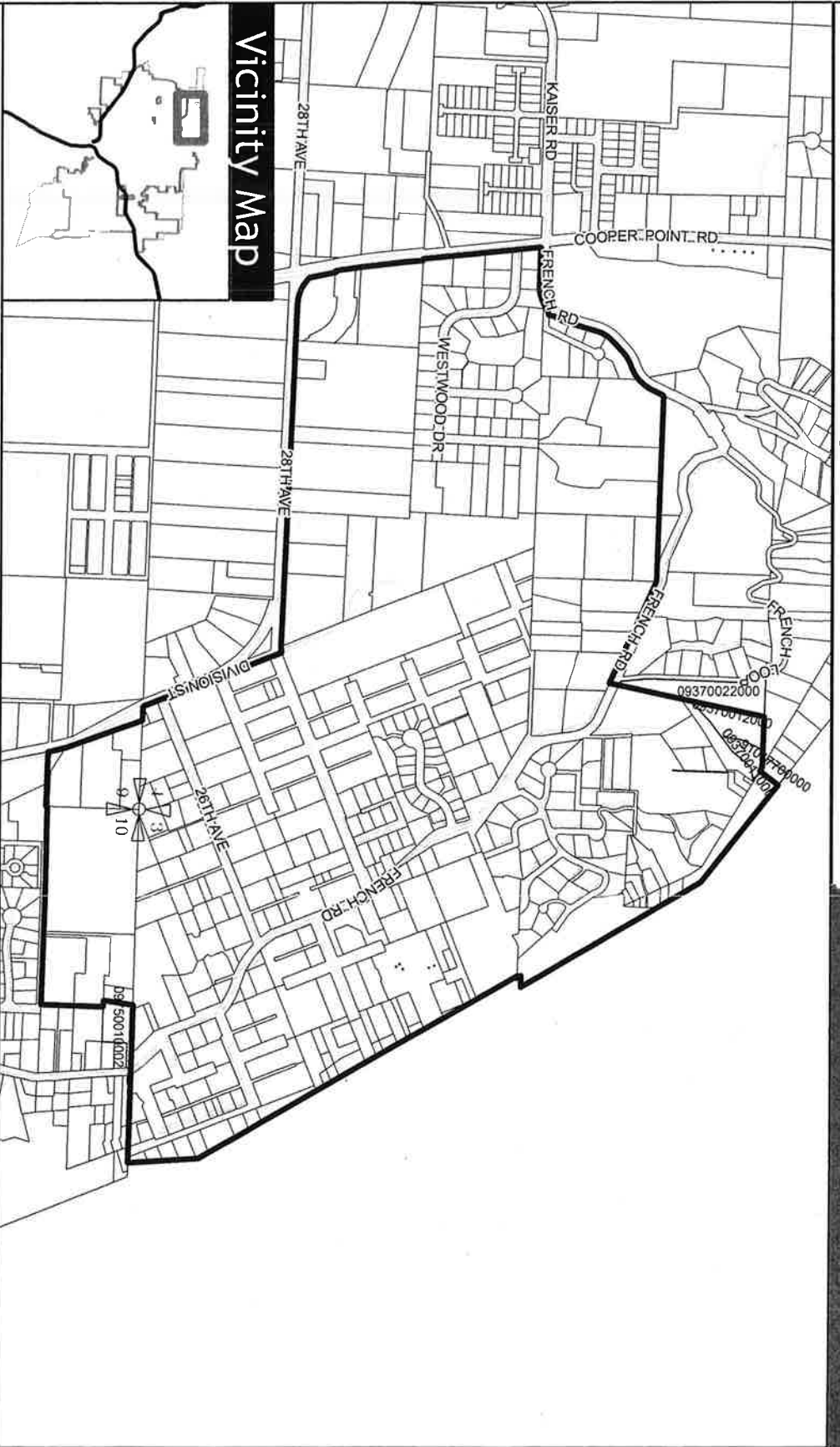


Exhibit "2" Emergency Response Area Interlocal Agreement

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@olympia.wa.us
(360) 753-8389.

- Legend**
- LIA Coverage Area
 - County Precincts
 - Inhabited
 - Secondary/Federal Road
 - Primary/Federal Road
 - Local Highway
 - Major
 - Minor
 - State Route
 - US
 - Unnamed
 - Active Railroads



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