

INTERLOCAL AGREEMENT REGARDING THE STUDY OF A REGIONAL FIRE AUTHORITY BY THE CITIES OF OLYMPIA AND TUMWATER

WHEREAS, pursuant to RCW Chapter 39.34, local governmental units may enter into agreements on a basis of mutual advantage for the purpose of cooperating 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, this Interlocal Agreement (hereafter Agreement) is made and entered into between and among the City of Olympia, hereafter referred to as “Olympia,” and the City of Tumwater, hereafter referred to as “Tumwater,” and collectively hereafter referred to as “Parties” or “the Parties;” and

WHEREAS, the service demands and costs of providing fire and emergency medical services have increased dramatically and disproportionately to other municipal services; and

WHEREAS, that cost escalation continues to put pressure on the limited resources of the Parties; and

WHEREAS, regionalization of fire and emergency medical services has been shown to deliver services effectively and efficiently to the community; and

WHEREAS, in 2019, a study of fire and emergency medical regionalization options in Thurston County was released; and

WHEREAS, Washington state law, RCW Chapter 52.26, provides an option for Regional Fire Authorities to be formed between cities for the purpose of providing regional fire and emergency medical services; and

WHEREAS, the Parties desire to explore the creation of a Regional Fire Authority to provide fire and emergency services within the boundaries of the two cities and to share the costs of the study of such Authority; and

WHEREAS, the Parties agree that a planning process that looks at the viability of an Authority will require input from affected groups, including represented employees, unrepresented employees, residents and businesses, other city departments, Medic One, and community partners;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties desire to enter into this Agreement as follows:

1. Pursuant to RCW 52.26.030, the Parties agree to form a Regional Fire Authority Planning Committee (hereafter “Committee”). The governing body of each Party shall appoint three (3) elected officials to the Committee as voting members. The Committee shall also include four (4) non-voting members. Each governing body shall appoint its Fire Chief (or their designee) and one member chosen by its associated IAFF Local from its membership. Committee members shall serve without compensation.
2. The Committee shall:
 - A. Conduct its affairs and formulate a regional fire protection service authority plan as provided under RCW 52.26.040.
 - B. Comply with the Open Public Meetings Act.
 - C. Elect a Chair and Vice-Chair to preside at meetings and a Secretary to record/post agendas, minutes, etc.
 - D. Develop/approve rules and procedures for meetings (quorum, motions, Roberts Rules of Order, etc.)
 - E. Develop and notice a meeting schedule.
 - F. Create subcommittees to make recommendations.
 - G. Select a consultant to facilitate and provide expertise in support of the Committee’s work.
 - H. Provide public information and conduct public outreach.
 - I. Formulate recommendations on the formation of a Regional Fire Authority to the governing bodies of the Parties.
3. The Committee shall select a consultant (or consultants) to facilitate and provide expertise (financial, organizational, legal) in support of the Committee’s work. The consultant shall be selected by mutual agreement of the Committee members. Tumwater, on behalf of the Parties, will administer the contract with the consultant. The Parties agree to evenly share the costs of the consultant(s) and any additional expenses. Tumwater will invoice Olympia for recovery of Olympia’s share of expenses and Olympia will pay Tumwater said invoices within sixty (60) days.
4. The Committee must complete its work and formulate a recommendation to the governing bodies of the Parties within eighteen (18) months of the effective date of this Agreement.

5. This Agreement shall be effective when the last signatory executes this Agreement, and shall remain in effect until December 31, 2022, unless terminated sooner pursuant to Section 6.
6. The Committee may dissolve itself at any time by a majority vote of the total membership of the Committee. Any Party may withdraw upon thirty (30) calendar days' written notice to the other Party. Notice shall be sent to:

CITY OF OLYMPIA

Steven J. Burney, City Manager
City of Olympia
601 4th Ave E.
P.O. Box 1967
Olympia WA 98507-1967

CITY OF TUMWATER

Pete Kmet, Mayor
555 Israel Road SW
Tumwater WA 98501

7. No real or personal property is anticipated to be acquired by reason of entering into this Agreement. Should real or personal property be acquired during the term of this Agreement, the Parties shall work in good faith to determine the disposition of such property upon termination of this Agreement.
8. This Agreement shall be recorded with the Thurston County Auditor's Office or posted on the Parties' web site prior to being effective.
9. This Agreement may only be changed, modified, or amended by written agreement executed by both Parties.
10. By signing this Agreement, each signatory is certifying that they have authority to sign and that the necessary approval has been obtained from the legislative body of the entity represented by that signatory.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed according to the terms written above.

CITY OF OLYMPIA

Steven J. Burney
Steven J. Burney, City Manager
Date: 05/19/2021

APPROVED AS TO FORM:

Annaliese Harksen
Annaliese Harksen, Deputy City Attorney

CITY OF TUMWATER

Pete Kmet
Pete Kmet, Mayor
Date: 05/19/2021

APPROVED AS TO FORM:

Karen Kirkpatrick
Karen Kirkpatrick, City Attorney