

**INTERLOCAL COOPERATION AGREEMENT  
FOR EMERGENCY MANAGEMENT COORDINATOR**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is entered into by and between Valley Regional Fire Authority (the "VRFA") and South King Fire and Rescue (the "District") (collectively the "Parties"), for the purpose of sharing the services of an Emergency Management Coordinator (the "Coordinator"), through a designated employee of the VRFA, pursuant to RCW 39.34.030.

**WHEREAS**, The District requires assistance in the administration of emergency management coordination services (hereinafter the "Services") at the District; and

**WHEREAS**, The VRFA has available sufficient administrative resources and personnel to share such Services with the District; and

**WHEREAS**, both Parties believe, and therefore represent, that their projected annual budgets should be adequate to fund the obligations of this Agreement, and to operate and maintain the departments adequately, given the call volume, demands and needs of the respective jurisdictions' citizens; and

**WHEREAS**, both Parties see cooperative advantages and opportunities for more efficient delivery of municipal services within their respective jurisdictions if these agencies enter into an Interlocal Agreement, as allowed by law;

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. **Authority.** This Agreement is executed pursuant to the authority conferred upon the Parties in RCW 39.34, the Interlocal Cooperation Act, and RCW 52.12.021. In all respects, the Parties shall be deemed to be acting in their governmental capacities in the performance of this Agreement.
2. **Purpose.** The purpose of this Agreement is to share the services of the Coordinator, to be provided through the personnel and resources associated with the VRFA, as set forth herein.
3. **Scope of Services/Delegation of Authority.** The administrative staff of the VRFA, under the leadership of Fire Chief Brent D. Swearingen or his successors, therefore shall be delegated full authority to manage and administer the Services, within the expectations and guidelines set forth by the VRFA, and under the temporary supervision of the Fire Chief. The District may conduct performance management of the assigned Coordinator; however, the ultimate responsibility for performance management shall remain with the VRFA.
4. **Employer/Employee Relationship.** It is understood and agreed by the Parties that the Coordinator, while performing the shared Services pursuant to this Agreement,

shall be and remain an employee of the VRFA during the term of this Agreement. Said Coordinator shall not be deemed an employee(s) of the District, although he or she may operate under the temporary supervision or control of the District. Operational supervision over said Coordinator shall only be exercised by the District when such person(s) is performing the Services for the District; the Coordinator will continue to be entitled to any applicable wages and benefits during the term of this Agreement. Nothing contained in this Agreement shall create the relationship of master and servant or employer and employee, as between the District and the Coordinator. Additionally, no Coordinator shall be considered to be an independent contractor, but rather shall be a continuing employee(s) of the VRFA.

5. **Details of Services.** The Fire Chief and the District Fire Chief shall prepare a written list of expectations or performance guidelines to provide to the Coordinator performing the Services.
6. **Term of Agreement.** This Agreement shall be effective immediately upon execution—ratification and signature by both Parties—and shall continue in full force and effect for a term of twelve (12) months from execution, unless terminated by either party, upon ninety (90) days' written notice. Unless terminated by either party, this Agreement shall be automatically renewed annually for successive one year terms.
7. **Compensation.** The VRFA shall determine the Coordinators total cost of compensation and provide it to the District for budget and planning purposes. The District shall be made of aware of any changes in wages, benefits or overtime costs in advance of those changes.
8. **Consideration.** As consideration for the services enumerated herein, and during the term or extended term of this Agreement, the District agrees to pay to the VRFA one-half (50%) of the wage, benefit and overtime cost of the Coordinator. The VRFA will invoice the District their share of reimbursement costs monthly or quarterly.
9. **Limited Purchasing Authority.** The VRFA shall supply necessary materials and equipment including, but not limited to, computers and hardware, in order to properly perform the Services specified at Article 5 in this Agreement. The VRFA may request reimbursement for other materials or equipment. If such reimbursement is to be requested, the VRFA shall first notify the District, which shall on its approval, reimburse VRFA for up to one-half (50%) of the total, as authorized by the District. The VRFA shall be reimbursed no more than the amount specified on any invoice submitted to the District for payment. The District shall remit payment to the VRFA no later than 30 days after the receipt of an invoice from the VRFA. Any item purchased pursuant to this Agreement by the VRFA on behalf of the District shall become the property of the District, after full payment is made to the VRFA in accordance with any submitted invoice. The VRFA shall

comply with RCW 52.14.110 and all applicable bid laws when making purchases pursuant to this Agreement.

10. **Integrated Agreement.** This Agreement is the full and complete understanding of the Parties and there are no other Agreements, either verbal or written, which would alter the terms of this Agreement. The Agreement may be modified or amended only by supplemental written Agreement hereafter negotiated by the Parties.
11. **No Third Party Beneficiary.** The provisions of this Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement. The Agreement between the Parties is only intended to create rights and/or obligations as between the signatory Parties.
12. **Governing Law.** This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of a dispute that has completed arbitration or been held ineligible for arbitration, the venue shall lie in Pierce County, Washington.
13. **Arbitration of Disputes.** It is the intent of all Parties to this Agreement that disputes, if any, between any of the Parties hereto shall be resolved as informally and amicably as possible by settlement, without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the Parties agree that mediation may be used. If the Parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the Parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the Parties sharing the costs proportionately, depending upon how many of the Parties are involved in the dispute. Only if arbitration is unsuccessful or declared by a court to be inapplicable to the dispute shall the Parties proceed to Superior Court.
14. **Hold Harmless/Indemnification.** Both of the Parties which are signatories hereto, by executing this Agreement, are deemed to hold harmless and indemnify the other Party for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of either party, with respect to their own negligence, errors and omissions. Each party, therefore, remains solely liable for their own sole negligence, errors or omissions. Such indemnification extends not only to the actual party, but all employees, agents and volunteers acting on their behalf. The respective Parties to the Agreement are not deemed to be agents of each other for purposes of this Agreement.
15. **Waiver of Breach.** The failure of any party to this Agreement to insist upon strict performance of any of the covenants contained in this Agreement, or to exercise any option or right conferred by this Agreement, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or Agreements which shall all be and remain in full force and effect.

16. **Industrial Insurance Waiver.** With respect to the performance of this Agreement and as to claims against any of the Parties, their officers, agents, and employees, each party expressly waives its immunity to the other Parties only, under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the Parties to this Agreement.
17. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. In addition to these required methods of providing notice, either party may also utilize electronic mail. Each party shall include the applicable address below the signature block hereof.
18. **Termination of Agreement.** Upon ninety (90) days' prior written notice, either party may terminate this Agreement.
19. **Attorney Review.** Both Parties agree that this Agreement should be reviewed by their attorney. If two or more agencies signatory hereto are represented by Joseph F. Quinn, the Parties consent to the dual representation by such Attorney, if his signature is affixed hereto under "approved as to form."

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
Fire Chief Allen Church

Date: 9-12-19

**FOR THE VRFA:**

  
\_\_\_\_\_  
Fire Chief Brent D. Swearingen

Date: 8/29/2019

**APPROVED AS TO FORM:**

  
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Joseph F. Quinn, Attorney for the District and the VRFA