

**INTERLOCAL AGREEMENT
ADMINISTRATION OF VOLUNTEER PROGRAM**

THIS INTERLOCAL AGREEMENT is entered into and effective this 19th day of September, 2018, by and between the Enumclaw Fire Department and King County Fire District 43.

WHEREAS, King County Fire Protection District 43 is currently in need of contract administration of its volunteer programs, and the Enumclaw Fire Department has such services available; and

WHEREAS, District 43 is willing and able to pay reasonable compensation for such services;

NOW, THEREFORE, it is hereby agreed between the parties:

1. **PURPOSE.**

The purpose of this agreement is for Enumclaw Fire Department to use its personnel and resources to provide the services identified in the Scope of Work.

2. **SCOPE OF WORK/COMPENSATION.**

Enumclaw Fire Department will perform the necessary and appropriate administrative functions to support the Scope of Work identified in **Exhibit A** in consideration for the payment of the Compensation set forth in **Exhibit A**. The Fire Chiefs of each party may, by mutual agreement, modify Exhibit A as necessary to adjust the Scope of Work and Compensation on an ongoing basis. District 43 will retain its own local firefighter board of trustees, as mandated in RCW 41.24.060.

3. **TERM OF AGREEMENT.**

The term of this Agreement shall be one year after the effective date hereof, **provided** that this agreement shall be automatically renewed from year to year unless terminated or modified in accordance with the provisions hereof. The participants agree to review the program shortly before the end of the annual term to determine if changes need to be made. Either participant may terminate their participation during the term of this agreement, or any renewal term, by providing 90 days written notice to the other party.

4. **EMPLOYER/EMPLOYEE RELATIONSHIP.**

It is understood and agreed by the parties that any employee of either party providing services pursuant to this Agreement, shall be and remain an employee of their usual employer. He/she shall not be deemed an employee of the other party, even though he/she may operate at times

under the direct supervision and control of the other agency's officials for the limited purposes of this agreement. Nothing contained in this Agreement shall create the relationship of master and servant or employer and employee, as between the agency served and the other agency's employee. He/she shall not be considered an independent contractor, but rather a continuing employee of the regular employer.

5 OTHER PROVISIONS.

The following standard provisions also apply:

1. **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 document. The agreement may be modified or amended only by supplemental written agreement hereafter negotiated by the parties.
2. **No Third-Party Beneficiary.** The provisions of this interlocal 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.
3. **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 King County, Washington.
4. **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.
5. **Hold Harmless/Indemnification.** Each of the parties which are signatories hereto, by executing this agreement, are deemed to hold harmless and indemnify any and all other parties 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 any of the other parties, 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, volunteers and parties acting on their behalf. The respective parties to the interlocal agreement are not deemed to be agents of each other for purposes of this agreement.


6. **Waiver of Breach.** The failure of any party to this agreement to insist upon strict performance of any of the covenants and agreements 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.
7. **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.
8. **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.

**KING COUNTY
FIRE PROTECTION DISTRICT 43**

ENUMCLAW FIRE DEPARTMENT



Chairperson




Chairperson



Commissioner



Commissioner



Commissioner



Commissioner



Commissioner



Commissioner




Commissioner



Commissioner

Attest:

Attest:



District Secretary



District Secretary

EXHIBIT A
SCOPE OF WORK/COMPENSATION

Scope of Work.

1. Enumclaw Fire Department shall manage District 43's transport billings through District 43's billing contractor Systems Design.
2. Enumclaw Fire Department shall manage the processing of all District 43 injury claims through the Board for Volunteer Firefighters.

Compensation.

District 43 shall pay Enumclaw Fire Department the sum of \$4,560 per year for the services identified in the Scope of Work. The initial sum is based on an estimate 2 hour of work per week by Enumclaw Fire Department's Administrative support personnel using the fully burdened hourly rate of \$40.00 per hour. District 43 shall pay the annual sum on or before January 31 of the year in which the services are provided. In the event the Agreement is terminated prior to the end of a year, Enumclaw Fire Department shall refund to District 43 a prorated amount of the annual payment.