

**SCBA TRANSFER, TESTING AND MAINTENANCE AGREEMENT  
MEDIA SERVICES AGREEMENT**

This Agreement dated June 21<sup>st</sup>, 2021 is entered into between Enumclaw Fire Department (King County Fire Protection District No. 28), a municipal corporation, hereafter referred to as "District", and the City of Enumclaw, a municipal corporation, hereafter referred to as "City."

**RECITALS**

1. The City Gas Department has a need for the District's surplus Self Contained Breathing Apparatus Equipment "SCBA".
2. The District has qualified personnel to perform annual SCBA fit testing and training.
3. The City has the technology and staff to video record District Commissioner public meetings, broadcast on Enumclaw City Television (COMCAST channel 21), stream live via Internet and store and archive for on-demand viewing by the public.
4. This Agreement is entered into pursuant to chapter 39.34 RCW the Interlocal Cooperation Act.

**AGREEMENT**

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Transfer of SCBAs.** The District agrees to transfer five SCBAs to the City consistent with the terms of this Agreement and subject to the terms of the Bill of Sale attached as Exhibit A.
2. **District Retained Responsibilities.** The District will provide annual SCBA fit testing and training for designated City personnel on an annual basis.
3. **City Responsibilities.**
  - 3.1. The City shall be solely responsible for all costs of maintenance, repair and replacement of City SCBAs to ensure that its SCBAs meet safety requirements based on manufacturer's recommendations, and all applicable local, state, and federal laws, rules, and regulations.
  - 3.2. The City will provide quarterly training to its personnel and shall conduct its own maintenance testing on the SCBAs.
  - 3.3. The City shall be responsible for scheduling the annual SCBA fit testing and annual training for all necessary City personnel at times mutually agreeable to the District.
4. **Compensation.** In consideration for the District's transfer of the SCBA, annual fit testing and annual training, the City shall provide the District with no cost access to the City Hall Council Chambers meeting room and media services that allow the District to publicly


broadcast its regular meetings and special meetings at times mutually agreeable to the City and District.

5. **Term.** This Agreement shall be effective on the date of mutual execution and shall continue until either party provides to the other party 90 days advance written notice of termination. Provided, however, neither party may terminate the agreement prior to December 31, 2021.
6. **Indemnification.** The City agrees to indemnify and hold the District, its officials, employees and agents harmless from and against the full amount of any and all costs and expenses (including without limitation, attorneys' fees and court costs incident to any suit, action, investigation or other proceeding), damages and losses, settlements, reductions or other adverse effects (collectively, "Losses") arising out of or resulting from any claims by the District, its personnel, agents and third parties relating to any occurrence, accident or incident that may hereafter arise pursuant to the District's fit testing or training services or the City's use of the SCBAs that have been fit tested by the District. **It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.** This agreement is intended to include any and all claims, demands, obligations, actions, causes of action, damages and costs of any nature whatsoever, whether based on tort, contract, strict liability, constitutional claims, or other theory of recovery which now exists or which may hereafter arise pursuant to the District's fit testing services or the City's use of the SCBAs that have been fit tested by the District.
7. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.
8. **Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.
9. **Property Ownership.** This Agreement does not provide for jointly owned property.
10. **Modification.** This agreement may only be modified by mutual agreement of all parties hereto, executed in the same manner as this agreement.
11. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
12. **Benefits.** 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 persons.
13. **Litigation.** In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

**14. Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.

**15. Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**CITY OF ENUMCLAW**

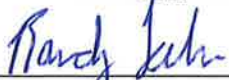
By:   
Print Name: Chris Searcy  
Title: City Administrator  
DATE: June 17, 2021

**NOTICES TO BE SENT TO:**

City Administrator  
1339 Griffin Ave  
Enumclaw, WA 98022

(360) 615-5607 (telephone)  
(360) 825-1429 (facsimile)

**ENUMCLAW FIRE DEPARTMENT  
(KING COUNTY FIRE PROTECTION  
DISTRICT NO.28)**

By:   
Print Name: Randy Fehr  
Title: Fire Chief  
DATE: June 21st, 2021

**NOTICES TO BE SENT TO:**

Fire Chief  
1330 Wells St  
Enumclaw, WA 98022

(360) 825-5544 (telephone)  
(253) 856-6341 (facsimile)

