

INTERLOCAL COOPERATION AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between Pierce County Fire Protection District #21 (hereinafter "District No. 21"), and Central Pierce Fire & Rescue (hereinafter "CPFR") (collectively the "Parties"), for the purpose of providing information-technology services, through designated employees of CPFR, to District No. 21.

WHEREAS, District No. 21 requires assistance in the administration of information-technology services (hereinafter "IT services") at District No. 21; and

WHEREAS, CPFR has available sufficient administrative resources and personnel to provide IT services to District No. 21; and

WHEREAS, both Parties believe, and therefore represent, that their 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 interlocal cooperation 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 provide District No. 21 certain IT services, to be provided through the personnel and resources associated with CPFR (hereinafter "IT serviceperson(s)"), as set forth herein.
3. **Scope of Services/Delegation of Authority.** The administrative staff of District No. 21, under the leadership of Fire Chief Pat Dale, therefore, shall be delegated full authority to manage and administer the IT services provided by CPFR to District No. 21, within the expectations and guidelines set forth by District No. 21, and under the temporary direction of the Fire Chief. District No. 21 may conduct performance management of the assigned IT serviceperson(s), however, the ultimate responsibility for performance management shall remain with CPFR.
4. **Employer/Employee Relationship.** It is understood and agreed by the Parties that the designated IT serviceperson(s), while serving on this temporary assignment to District No. 21 pursuant to this Agreement, shall be and remain an employee(s) of CPFR during the term of this Agreement. Said IT serviceperson(s) shall not be deemed an employee(s) of District No. 21, although he or she may operate under the temporary direction or control of District No. 21. Operational direction over said IT serviceperson(s) shall only be exercised by District No. 21 when such person(s) is performing IT services for District No. 21; and such person(s) 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 District No. 21 and said IT serviceperson(s). Additionally, no IT serviceperson(s) shall be considered to be an independent contractor, but rather shall be a continuing employee(s) of CPFR

5. **Details of Services.** The Fire Chief and the Board shall prepare a written list of expectations or performance guidelines to provide to any IT serviceperson(s) performing pursuant to this Agreement. This list may be prepared in cooperation with any IT serviceperson(s) performing pursuant to this Agreement. For purposes of this Agreement, "IT services" shall mean the secure use and administration of District No. 21 systems to store, retrieve and send information related to the provision of fire protection and emergency medical 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 through 12/31/2020 from execution, unless terminated by either party, upon ninety (90) days' written notice. Before the end of the term, the Parties may negotiate a successor interlocal Agreement.
7. **Consideration.** As consideration for the services enumerated herein, and during the term or extended term of this Agreement, District No. 21 agrees to pay to CPFR a monthly fee equal to 166% of the total cost of compensation (TCC) of an IT Technician. The IT Technician TCC utilized shall be calculated from an IT Technician who shall be hired for the purpose of this agreement. Such fee is intended to defray the costs associated with the extra time and effort expended by CPFR in the administration of this Agreement. If the costs associated with IT services rendered by CPFR exceed the costs defrayed by the monthly fee, CPFR may charge an hourly fee of \$45.00 for each additional hour of service. This hourly fee may be adjusted in accordance with the hourly rate of the particular IT serviceperson(s) assigned. However, CPFR shall notify District No. 21 whenever CPFR reasonably believes that any IT services costs may exceed the monthly fee. CPFR shall promptly provide such notice in writing. The required services should not exceed the monthly fee in any one month, without prior written approval.
8. **Limited Purchasing Authority.** CPFR is hereby granted limited authority to purchase necessary materials and equipment including, but not limited to, computers and hardware, in order to properly perform the IT services specified in this Agreement. CPFR shall be reimbursed by District No. 21 for each purchase made on behalf of District No. 21 pursuant to this Agreement, but only after has CPFR submitted an invoice for the purchased item to the proper person designated by District No. 21 to receive and process such invoices for payment. CPFR shall be reimbursed no more than the amount specified on any invoice submitted to District No. 21 for payment. District No. 21 shall remit payment to ~~to~~ CPFR later than 30 days after the receipt of an invoice ~~from~~. Any item CPFR purchased pursuant to this Agreement by on behalf of District No. 21 shall become the property of District No. 21, after full payment is made to CPFR in accordance with any submitted invoice. Additionally, CPFR shall promptly notify District No. 21 in writing each time that any IT serviceperson (s) performing the IT services specified herein shall be required to purchase any necessary materials and equipment. Most importantly, CPFR shall comply with RCW 52.14.110 and all applicable bid laws when making purchases pursuant to this Agreement.
9. **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.

10. **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.
11. **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.
12. **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.
13. **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 interlocal Agreement are not deemed to be agents of each other for purposes of this Agreement.
14. **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.
15. **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.
16. **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.
17. **Termination of Agreement.** Upon ninety (90) days' prior written notice, either party may terminate this Agreement.
18. **Attorney Review.** Both Parties agree that this Agreement should be reviewed by their attorney. If two or more agencies signatory hereto are represented by Quinn & Quinn, the

Parties consent to the dual representation by such Attorney, if his signatory is affixed hereto under "approved as to form".

PIERCE COUNTY FIRE PROTECTION
DISTRICT 21

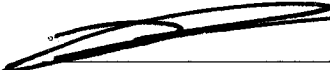
 3/13/19

Fire Chief Date:

ADDRESS:

23014 70th Avenue East
Graham, WA 98338

CENTRAL PIERCE FIRE & RESCUE

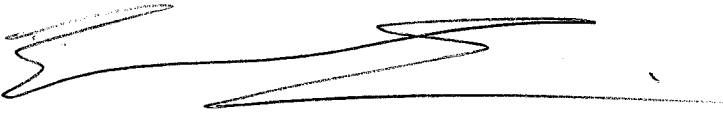
 2/11/19

Fire Chief Date:

ADDRESS:

PO Box 940
Spanaway, WA 98387

APPROVED AS TO FORM:



Joseph F. Quinn, Attorney for District No. 21