

**AFTER RECORDING MAIL TO:**

Douglas County Fire District No. 2  
Attn: District Secretary  
377 Eastmont Ave  
East Wenatchee, WA 98802

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** Douglas County Fire District No. 2, a Washington municipal corporation; Chelan County Fire District No. 1, a Washington municipal corporation

**Grantee(s):** Douglas County Fire District No. 2, a Washington municipal corporation; Chelan County Fire District No. 1, a Washington municipal corporation

**Reference Number(s) of Documents Assigned or Released:** N/A

**Abbreviated Legal Description:** N/A

**Assessor's Parcel Number(s):** N/A

**INTERLOCAL AGREEMENT  
FOR  
FIRE CHIEF SERVICES**

THIS AGREEMENT is entered into this date between the DOUGLAS COUNTY FIRE DISTRICT NO. 2 ("DCFD"), a Washington municipal corporation, CHELAN COUNTY FIRE DISTRICT NO. 1, a Washington municipal corporation ("CCFD"). Collectively, CCFD and DCFD may be referred to herein as the "Parties" and individually as a "Party."

**RECITALS**

WHEREAS, the DCFD is a municipal corporation duly organized and existing as a fire protection district under the laws of the State of Washington, and particularly those set forth at RCW Title 52, and is located within Douglas County, Washington;

WHEREAS, the CCFD is a municipal corporation duly organized and existing as a fire protection district under the laws of the State of Washington, and particularly those set forth at RCW Title 52, and is located within Chelan County Washington;

WHEREAS, the DCFD has a vacancy in the position of Fire Chief; and

WHEREAS, in lieu of promptly filling the vacancy, the DCFD and CCFD have expressed interest in exploring the feasibility of forming a Regional Fire Authority ("RFA"), which would alleviate the need for DCFD to retain a separate fire chief if the RFA is formed; and

WHEREAS, the CCFD regularly provides mutual aid and support to DCFD, and has a Fire Chief that is capable of providing certain Fire Chief services to DCFD, including administrative and management services, during the period of vacancy and/or completion of the RFA feasibility study; and

WHEREAS, the DCFD and CCFD now desire to enter into this interlocal cooperation agreement ("Agreement") under the authority of RCW 19.27.110 and RCW Chapter 39.34;

## **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the CCFD and DCFD hereby agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the CCFD is to provide certain administration and management services to DCFD by and through utilization of the CCFD Fire Chief, and the terms and conditions upon which the DCFD will compensate the CCFD for providing management and administrative services (by and through the CCFD Fire Chief) during the term of this Agreement. In addition, this Agreement provides for the DCFD's authorization and financial contribution to participate the RFA feasibility studies.

2. RETENTION OF CCFD. The DCFD hereby retains the CCFD Fire Chief to serve as the DCFD Fire Chief and perform, from time to time, such professional management and administrative services required, ordered, or authorized by the DCFD. The CCFD Fire Chief, while remaining an employee of CCFD, shall be designated as the DCFD Fire Chief for purposes of statutory requirements and regulations during the term of this Agreement. The CCFD and the DCFD may identify specific projects for which a separate written agreement or scope of work may be executed between the CCFD and the DCFD, providing for a more detailed description of services to be provided by the CCFD and/or CCFD Fire Chief. In such cases, the terms of the specific agreement or scope of work between the DCFD and the CCFD shall control; however, the terms of this Agreement, when not inconsistent with the terms of any such specific project agreement or scope of work, shall supplement the terms of the specific project agreement or scope of work. The CCFD Fire Chief agrees to perform, according to the degree of skill and care exercised by practicing fire chiefs performing similar services under similar conditions, the services authorized by the DCFD and contemplated by this Agreement. All work shall be done under the direction of the DCFD Board of Fire Commissioners.

3. TERM OF AGREEMENT. Unless earlier terminated as set forth herein, the term of this Agreement shall be from the 1st day of March 2021, through February 28, 2022.

4. INDEPENDENT CONTRACTOR. The DCFD and the CCFD agree that the CCFD and CCFD Fire Chief are independent contractors with respect to the services provided to DCFD pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the CCFD, CCFD Fire Chief, nor any employee of the CCFD shall be entitled to any benefits afforded DCFD employees by virtue of the services provided under this Agreement. DCFD shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to CCFD, CCFD Fire Chief, or any employees of CCFD.

5. FIRE CHIEF SERVICES. CCFD, acting through the CCFD Fire Chief, shall serve as the DCFD Fire Chief and provide management and administrative services, as requested by DCFD, which may include, but are not limited to, the following:

5.1 Provide limited oversight of day-to-day operations;

5.2 Implement the DCFD policies, procedures, and budget with expenditure authority consistent with DCFD resolutions as existing or amended during the term of the Agreement;

5.3 Provide leadership, management, and administrative services to DCFD, including budget development, financial administration and personnel management; provided, however, DCFD shall continue to separately provide payroll and human resources support for DCFD personnel;

5.4 Provide those services necessary to direct, control and support DCFD emergency response operations including, but not limited to, the provision of fire suppression, fire protection and prevention services;

5.5 Except as otherwise set forth in Section 7 below, supervise and direct assignments of DCFD personnel;

5.6 Engage and oversee professional feasibility studies undertaken jointly on behalf of both DCFD and CCFD;

5.7 Attend DCFD Commission meetings or staff meetings as requested by the DCFD to provide updates and reports;

5.8 Provide such other services as may be requested by the DCFD.

5.9 Budget, planning and forecasting work papers are proprietary to CCFD. A pdf of any such documents will be provided, upon request.

CCFD Fire Chief agrees to perform work or services in accordance with generally accepted professional practices in effect at the time those services are performed.

6. AGREEMENT ADMINISTRATION. This Agreement shall be monitored and administered by the Chair of the Board of Commissioners for DCFD on behalf of DCFD. This Agreement shall be monitored and administered by the Chair of the Board of Commissioners for CCFD on behalf of CCFD.

7. DCFD'S RESPONSIBILITIES. DCFD's responsibilities under this Agreement will include the following:

7.1 Provide to CCFD and CCFD Fire Chief access to facilities and information within DCFD's control to facilitate the CCFD Fire Chief's services as set forth in Section 5;

7.2 In the event the Fire Chief proposes to take a personnel action, respond to a grievance, or obligate DCFD funds for a purpose not anticipated in the DCFD budget, DCFD Board Chair written approval must be received prior to taking such action;

7.3 Make reasonable effort to gain full and free access for CCFD Fire Chief and/or administrative support personnel to enter upon any DCFD property required for the performance of the CCFD's services under this Agreement and to which the CCFD advises the DCFD that the CCFD needs access;

7.4 Give verbal notice to be followed by written notice to the CCFD and/or CCFD Fire Chief whenever the DCFD observes or becomes aware of any defect or deficiency in a project or other event which may substantially affect the CCFD's performance under this Agreement; and

7.5 Compensate, as provided by this Agreement, the CCFD for services rendered under this Agreement, and for participation in mutually agreed feasibility studies.

8. COMPENSATION. The CCFD, through the CCFD Fire Chief, shall provide fire chief (management) and administrative support services to DCFD for which the DCFD shall compensate the CCFD according to the following:

8.1 Subject to the right to equitable adjustment set forth in Section 8.4 below, DCFD shall pay or remit to CCFD Six Thousand Five Hundred and No/100 Dollars (\$6,500.00) per month for fire chief and administrative services during the term of this Agreement.

8.2 DCFD shall pay or remit to CCFD Two Thousand and No/100 Dollars (\$2,000.00) per month during the term of this Agreement for coordination and participation in an RFA feasibility study involving the CCFD and DCFD. In the event the Agreement is terminated prior to completion of the RFA feasibility study, the DCFD shall remit the remaining balance owed to CCFD for completion of the study; provided, however, DCFD's total contribution to such study shall not exceed \$24,000.00.

8.3 The lump sum payment set forth in Section 8.1 contemplates a limited

amount of administrative services provided by CCFD personnel in support of the services provided by the CCFD Fire Chief. In the event CCFD is required to assign or engage CCFD personnel (in excess of the services included in the payment set forth in 8.1) to complete or assist DCFD to complete certain administrative tasks in excess of .3 FTE on a weekly basis ("Additional Services"), then DCFD shall pay or remit to CCFD such additional payment or reimbursement to compensate CCFD for such work or service on an hourly basis. The Additional Services shall be invoiced as set forth in Section 9, below.

8.4 In the event the meeting between the Parties as required by Section 10, results in the need for an equitable adjustment (increase) to the monthly fee set forth in Section 8.1, such adjustment shall be mutually agreed and added to the monthly payment due from DCFD. The equitable adjustment shall remain in effect unless or until a subsequent meeting between the Parties determines that the equitable adjustment is no longer needed. The equitable adjustment shall not be applied to past services and shall only apply for services beginning the month following the decision to make the adjustment.

9. BILLINGS AND PAYMENTS. CCFD shall bill or invoice the DCFD for services provided on a monthly basis. The DCFD shall pay the CCFD's bills or invoices or notify the CCFD that a dispute exists concerning the CCFD's bill or invoice within thirty (30) days of receipt of the CCFD's bill or invoice.

9.1 Each invoice shall identify at a minimum the following:

9.1.1 The monthly fee set forth in Section 8.1 (as equitably adjusted if applicable);

9.1.2 The monthly feasibility study fee;

9.1.3 The total monthly fee for Additional Services, including identification of the type of service, the time spent on such services, and the hourly cost for providing such services.

9.2 The CCFD shall be solely responsible for paying all salary and benefits to the CCFD Fire Chief and any other CCFD personnel utilized in the performance of services pursuant to this Agreement.

9.3 In the event the CCFD notifies the DCFD that a dispute exists concerning the bill or invoice, the CCFD and DCFD will meet in an effort to resolve the dispute. If the CCFD and the DCFD are unable to resolve the dispute to both parties' satisfaction, then the DCFD shall submit the matter to arbitration as provided in Paragraph 19 of this Agreement.

9.4 Interest charges on any unpaid invoices for the CCFD's services shall be computed at the rate of eight percent per annum.

10. MEETING TO ADRESS ADJUSTMENTS. The Administrators for each Party shall meet at least quarterly during the term of this Agreement to assess the effectiveness of this Agreement to determine whether the services provided by the CCFD Fire Chief and/or administrative support have been proportional to the compensation for such services paid by the District. In the event the Parties determine that the scope of the CCFD Fire Chief services have been increased, or the amount of time devoted by the CCFD Fire Chief to the performance of service pursuant to this Agreement exceeds the compensation due from DCFD, the CCFD may request an equitable adjustment or increase to the monthly payment, not to exceed \$2,000 per month, due from DCFD pursuant to Section 8.1, above. The equitable adjustment may be increased or decreased based upon subsequent meetings between the Parties, provided however, no single equitable adjustment shall exceed \$2,000 at any time.

11. INDEMNIFICATION.

11.1 By DCFD. The DCFD agrees to hold harmless, indemnify and defend the CCFD, its officers, elected officials, agents, employees, and volunteers, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the DCFD, or damage to property, related to the authority of the Parties to enter into this Agreement and/or arising out of any willful misconduct or negligent act, error, or omission of the DCFD, its elected officials, officers, agents, contractors, employees, or volunteers in connection with the services required by this Agreement, provided however, that:

11.1.1 The DCFD's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CCFD, its officers, elected officials, agents, contractors, employees or volunteers; and

11.1.2 The DCFD's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the DCFD and the CCFD, or of the DCFD and a third party other than an elected official, officer, agent, contractor, employee, or volunteer of the DCFD, shall apply only to the extent of the negligence or willful misconduct of the DCFD; and

11.1.3 With respect to the performance of the services required by this Agreement and as to claims against the CCFD, its elected officials, officers, agents and employees, the DCFD expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agree that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the DCFD and includes any judgment, award or costs thereof, including attorney's fees.

11.1.4 The DCFD agrees that its obligation and agreement to indemnify, defend, and hold harmless pursuant to this provision, includes the agreement of the DCFD to reimburse the CCFD for all of the CCFD's costs and reasonable attorney's fees incurred as a result of any action of the CCFD to enforce this provision.

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INTERLOCAL AGREEMENT FOR  
FIRE CHIEF SERVICES

11.2 By CCFD. To the extent permitted by law, the CCFD agrees to hold harmless, indemnify and defend the DCFD, its elected officials, officers, agents, employees, and volunteers, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CCFD, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CCFD, its officers, elected officials, agents, contractors, employees, or volunteers, in connection with the services required by this Agreement, provided however, that:

11.2.1 The CCFD's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the DCFD, its elected officials, officers, agents, contractors, employees, or volunteers; and

11.2.2 The CCFD's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CCFD and the DCFD, or of the CCFD and a third party other than an officer, elected official, agent, contractor, employee, or volunteer of the CCFD, shall apply only to the extent of the negligence or willful misconduct of the CCFD; and

11.2.3 With respect to the performance of the services required by this Agreement and as to claims against the DCFD, its officers, directors, agents and employees, the CCFD expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the CCFD and includes any judgment, award or costs thereof, including attorney's fees.

**THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN THE CCFD AND THE DCFD.**

12. INSURANCE. For the duration of this Agreement, each party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self insurance retention program adopted by a party.

13. TREATMENT OF PROPERTY. This Agreement does not provide for jointly owned property. It is understood and agreed that all property presently owned or hereinafter acquired by the CCFD to perform services pursuant to this Agreement, including equipment, vehicles and/or buildings, shall remain the sole property of the CCFD, regardless of any payment or reimbursement by the DCFD, for the depreciation thereon, unless such equipment, vehicles and/or buildings are purchased directly by the DCFD in the DCFD's name.

14. SEVERABILITY. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

15. ASSIGNMENT. CCFD shall not assign or transfer any interest in this Agreement without the prior written consent of the DCFD.

16. ATTORNEY'S FEES. Except as otherwise specifically provided in this Agreement, in the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party shall pay for its own costs and reasonable attorney's fees.

17. WAIVER OF BREACH. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Washington.

19. DISPUTE RESOLUTION. The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in person or via email to the designated Administrator. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) days from the date of the notice unless extended by mutual agreement of the Parties. In the event the parties cannot agree upon a resolution of the dispute, the same shall be settled by arbitration pursuant to RCW Chapter 7.04A, et. seq. except as herein modified. Such arbitration shall be before one disinterested arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the CCFD, one by the DCFD, and one by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Chelan County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the state of Washington as applied to the facts found by him/her or them. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and a judgment or confirmation of the arbitration award may be obtained in any court having jurisdiction.

20. AGREEMENT TERMINATION. CCFD or DCFD may terminate this Agreement for any or no reason by giving ninety (90) days' written notice to the other party. In such event, DCFD shall pay the CCFD in full for all work previously authorized and performed prior to the effective date of the notice of termination. In the event of termination, the CCFD and/or Fire Chief agrees to cooperate reasonably with any DCFD fire chief or contractor thereafter retained by the DCFD in making available information developed as the result of work previously performed by the CCFD pursuant to this Agreement. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon



completion of all applicable requirements of the Agreement. In the event this Agreement is terminated, but DCFD continues to provide services on any project, for purposes of said project, the terms of this Agreement shall continue to apply until completion of any such project.

21. ACCESS TO RECORDS. DCFD and authorized representatives of the State and Federal Governments (including Auditors) shall have access to any books, documents, papers, and records of the CCFD which are pertinent to this Agreement for the purposes of making audits, examinations, inspections, copies, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by CCFD for a period of six years after the final work or service performed pursuant to this Agreement, unless a longer period is required by law, or to resolve audit findings or litigation. In such cases, the DCFD may request, and the CCFD shall abide by, such longer period for record retention.

22. INTEREST OF DCFD OFFICIALS. No member of the governing body of the DCFD and no other officer, employee, or agent of the DCFD who exercises any functions or responsibilities in connection with the planning and carrying out of the terms of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and the DCFD and CCFD shall take appropriate steps to assure compliance.

23. REPORTS AND INFORMATION. The CCFD, at such times and in such forms as the DCFD may require, shall furnish the DCFD such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

24. COMPLIANCE WITH LAWS. The DCFD shall comply with all existing and hereafter enacted applicable laws, ordinances, and codes of the federal, state, and local governments.

25. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CCFD and the DCFD and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CCFD and the DCFD. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CCFD and DCFD and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CCFD and DCFD and not for the benefit of any other party.

26. RECORDING. This Agreement shall be recorded with the Chelan County Auditor or Douglas County Auditor, or posted on CCFD's or DCFD's website.

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27. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.

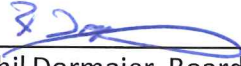
APPROVED BY:

APPROVED BY:

DOUGLAS COUNTY FIRE DISTRICT NO. 2

CHELAN COUNTY FIRE DISTRICT NO. 1

\_\_\_\_\_  
Dave Fennell, Board Chair

  
\_\_\_\_\_  
Phil Dormaier, Board Chair

Date: \_\_\_\_\_

Date: 3/10/2021

Address for Giving Notices:

Address for Giving Notices:

DOUGLAS COUNTY FIRE  
DISTRICT NO. 2  
Attn: Board Chair  
377 Eastmont Ave  
East Wenatchee, WA 98802  
(509) 884-6671

CHELAN COUNTY FIRE  
DISTRICT NO. 1  
Attn: Board Chair  
P.O. Box 2106  
Wenatchee, WA 98807-2160  
(509) 662-4734

27. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.

APPROVED BY:

DOUGLAS COUNTY FIRE DISTRICT NO. 2

  
\_\_\_\_\_  
Dave Fennell, Board Chair

Date: 3/12/2021

APPROVED BY:

CHELAN COUNTY FIRE DISTRICT NO. 1

  
\_\_\_\_\_  
Phil Dormaier, Board Chair

Date: 3/10/2021

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