

CITY OF AIRWAY HEIGHTS AND SPOKANE FIRE DISTRICT 10
INTERLOCAL COOPERATION AGREEMENT
FOR INTERIM DEPUTY FIRE CHIEF SERVICES

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the City of Airway Heights (City) and Spokane County Fire District 10 (District) for the purpose of providing interim deputy fire chief services to the District.

WHEREAS, the District needs the assistance and services of a Deputy Fire Chief; and

WHEREAS, the City has a Fire Chief and is able to provide the services of a Deputy Fire Chief to the District on an interim basis; and

WHEREAS, this Agreement will provide for the immediate needs of the District with adequate compensation to the city; and

WHEREAS, the District believes, and therefore represents, that its 2016 budget should be adequate to fund the obligations of this agreement and to operate and maintain the District's Fire Department adequately, given the call volume, demands and needs of the jurisdictions' citizens.

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 Chapter 39.34, RCW the Interlocal Cooperation Act. In all respects, the parties shall be deemed to be acting in their governmental capacities.
2. **Purpose.** The purpose of this Agreement is to provide to the District the services of a Deputy Fire Chief on an interim basis.
3. **Scope of Services.** The Deputy Chief services will be provided by the City through its designee. Specifically, during the term of this Agreement, the City agrees to provide the services of Chief Mitch Metzger to perform those duties referenced in Section 6 as established by the District, when such services will not conflict with duties for the City, which shall remain the primary responsibility of Chief Mitch Metzger.
4. **Consideration.** As consideration for such services, the District agrees to pay the City a fee in the amount of \$4,650.00 per month, payable in monthly installments. The District also agrees to provide a vehicle for Chief Metzger's use to perform District Services unless the District adds a City vehicle to its automobile insurance policy which Chief Mitch Metzger is

to use for District purposes. During the term of this agreement the City authorizes the use and will be responsible for the operating costs of City owned command vehicle in the event a city vehicle is used.

5. **Term of Agreement.** The agreement shall be effective April 15, 2016, after execution by both governing bodies, and shall continue in full force and effect for a period of twelve (12) months or until terminated by either party as provided in Paragraph 19.

6. **Property.** It is not expected that property shall be acquired or disposed of on behalf of this Agreement. The property owned by the City and used in providing the services under the terms of this Agreement shall remain property of the City and the property owned by the District and used in providing the services under the terms of this Agreement shall remain property of the District.

7. **Details of Services.** The Deputy Fire Chief is an administrative, supervisory, professional position responsible to plan, organize and manage Fire Department operations including:
 - Provide guidance and oversight of operational activities
 - Assist with development of Operations and Training Manual
 - Oversee volunteer, resident and reserve firefighter programs, excepting Support Services Volunteers
 - Create and monitor work schedules and duty calendar for the efficient operations of the District and its personnel
 - Assist and mentor Duty Officers as necessary
 - Develop and maintain human resources program that includes department education and internal investigations
 - Assist with development and maintenance of Administrative Policy Manuals
 - Assist with facilitation of recruitment of new members
 - Assist in the growth and development of career, volunteer and officer programs
 - Facilitate personnel evaluations
 - Supervise Training Program officers
 - Provide guidance and oversight to Training Division
 - Supervisor Prevention Program officers
 - Provide guidance and oversight to Prevention Program
 - Perform Duty Office functions every three (3) days and every third (3rd) weekend

These duties will be performed in accordance with the District's chain of command and adopted policies and procedures.

8. **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 but should be read in conjunction with the Memorandum of Understanding Between The City of Airway Heights and the City of Airway Heights Fire Chief, Mitch Metzger. See attached as Exhibit A The Agreement may be modified or amended only by supplemental written agreement hereafter negotiated by the parties.

9. **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 the Agreement. The Agreement between the parties is only intended to create rights and/or obligations between the signatory parties.

10. **Governing Law.** This Agreement is entered into and shall be governed by the laws 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 Spokane County, Washington.

11. **Arbitration of Disputes.** It is the intent of the parties to this Agreement that disputes, if any, between 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 provided arbitrators as the parties may agree upon. The arbitration shall proceed with a single arbitrator and with the parties sharing the costs proportionately. However, each party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence. Only if arbitration is unsuccessful or declared by a court to be inapplicable to the dispute shall parties proceed to Superior Court.

12. **Hold Harmless/Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party'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.

13. **Insurance Requirements.** Each party to this Agreement shall maintain and procure for the duration of this Agreement insurance against claims for injuries to persons or damages to property or persons. The insurance so purchased should provide Commercial General

Liability, Automobile Liability and Property and Automobile physical damage coverage for the vehicles and apparatus owned, leased or rented by the party. Minimum levels for Commercial General Liability should be \$1,000,000 per occurrence/\$2,000,000 annual aggregate; Auto Liability shall be covered at \$1,000,000 combined single limit for any auto.. The District will provide insurance coverage for Chief Metzger in the performance of his duties for the District.

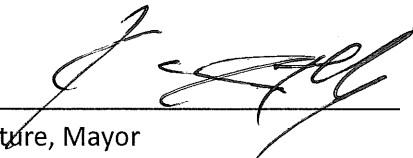
Each party shall furnish the other party with certificates of insurance signed by a person authorized by that insurer to bind coverage on its behalf and the City/District should be named as an additional insured as respects their interest therein.

14. **Waiver of Breach.** The failure of either party to this Agreement to insist upon strict performance of any of the covenants and agreements continued 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 of any other covenants or agreements which shall all be and remain in full force and effect.
15. **Workers Compensation Industrial Insurance.** Both parties agree to provide Workers Compensation Industrial Insurance through Washington Department of Labor and Industries during the times that Chief Metzger works for each of them.
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. Each party shall include the applicable address below the signature block hereof.
17. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.
18. **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.
19. **Termination of Agreement.** Upon thirty (30 days) prior written notice, either party may terminate this agreement. If for any reason during the term of this Agreement, the current City Fire Chief does not continue to work in the position of Fire Chief for the City of Airway Heights, this Agreement shall be immediately terminated.

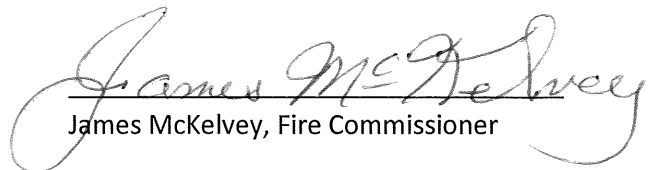
20. Review of Agreement. This agreement, after execution by both governing parties, shall be reviewed in sixty (60) days and every sixty (60) days thereafter through the term of the agreement.

CITY OF AIRWAY HEIGHTS

SPOKANE CO FIRE DISTRICT 10



Signature, Mayor



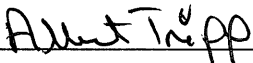
James McKelvey, Fire Commissioner

Address: 1208 S Lundstrom
Airway Heights WA 99001

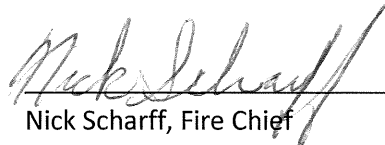
929 S Garfield Rd
Airway Heights WA 99001

ATTEST:

ATTEST:



Albert Tripp, City Manager




Nick Scharff, Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Signature, City Attorney



Peggy Callahan, Administrative Director

Attachment A