

**AGREEMENT BETWEEN
PIERCE COUNTY AND EAST PIERCE FIRE & RESCUE
FOR DISTRICT COURT PROBATION WORK CREW SERVICES**

THIS AGREEMENT is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and **EAST PIERCE FIRE & RESCUE**, (herein referred to as the Fire District.)

WHEREAS, the Fire District has a desire to use the services of a Pierce County District Court Probation Work Crew, herein referred to as Work Crew; and

WHEREAS, the County has capacity to supply a Work Crew;

NOW, THEREFORE, in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows:

I. General

A. Purposes: The Fire District has expressed a need for manual labor in the maintenance of their equipment and facilities.

B. Services: The services of the Work Crew will include general cleaning and upkeep of facilities and equipment including, but not limited to: brush clearing, lawn maintenance, general cleaning, painting of interior and exterior walls no higher than one story, and fencing, and hydrant maintenance. The Work Crew Supervisor will determine the number of people needed to accomplish the task not to exceed (10) people per day, averaging 1 day per week not to exceed 68 days during the period of this agreement. A Pierce County Work Crew Chief will supervise and direct the crew at all times.

If a local weather disaster strikes during this contract period, additional days may be requested by the Fire District and completed, at the County's sole discretion, at the rate of \$967.00 per day in 2023 to assist with clean-up. An invoice will be prepared following such an event, identifying the days completed relating to the weather event.

C. Financial Provisions: In consideration for the County providing Work Crew services as described above, the Fire District agrees to pay the sum of \$59,143.00 for Twelve months 01 January 2023 through 31 December 2023, in four equal quarterly payment of \$14,785.75 due each at the end of March, June, September and December 2023. This signed agreement will serve as the invoice. Payments that are not paid within 30 days shall be considered delinquent. Delinquent charges shall accrue on the unpaid balance, from date of delinquency until paid, at an interest rate of one half of one percent (0.5) per month.

D. Agreement Administration and Dispute Resolution: The County shall designate an employee representative from the District Court Administrative Services Division to act as a liaison with the Fire District to handle administration of this agreement. The Fire District shall also designate a liaison for the services described herein. Each party shall notify the other in writing of its designated representative. County liaison shall meet with the Fire District liaison on an as needed basis.

County Representative: Judy Ly, Pierce County District Court, 930 Tacoma Ave S Room 239, Tacoma WA 98402

Fire District Representative: Captain Bill Sandlian, 18421 Veterans Memorial Dr E, Bonney Lake WA 98391

The name and address of the designated representatives may be changed at any time, and from time to time, by either the Fire District or the County giving notice thereof to the other as herein provided.

Any controversy or claim arising out of or relating to this agreement or the alleged breach thereof that cannot be resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04, RCW and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

E. Ownership of Items Produced: All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

II. Indemnification and Defense

The Fire District agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Fire District, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Fire District's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Fire District or the Fire District's agents or employees."

Right to Control Litigation by Defending Party

In the event that one party defends the other, the defending party shall have the sole right to select legal counsel to defend against the claim, demand, or cause of action. In the event that either party agrees to defend, protect, and save the other harmless, the defending party shall be empowered to settle or compromise the claim, demand, or cause of action, and the defended party shall not interfere therewith, provided that if the defending party settles a claim, demand, or cause of action against the other party without that other party's consent, the non-consenting party shall not be liable for any settlement or fees.

Cooperation Clause

It is understood that in the event that the County is named or defends any suit or claim arising in connection with this agreement or services thereunder, the FIRE DISTRICT will use its best efforts to assist in defending against said suit or claim. In the event that the FIRE DISTRICT fails or refuses to cooperate, the County shall have no duty to defend, pay or reimburse for any costs incurred in the defense or pay or reimburse for any damages for which the FIRE DISTRICT becomes legally obligated. It is further understood that if the FIRE DISTRICT is named in or defends any suit or claim arising in connection with this agreement or services thereunder, the County will use its best efforts to assist in defending against said claim or suit. In the event the County fails or refuses to cooperate, the FIRE DISTRICT shall have no duty to defend, pay, or reimburse for any costs incurred in the defense or pay or reimburse for any damages for which the County becomes legally obligated to pay.

No Third Party Beneficiary

The County does not by this agreement assume any contractual obligations to anyone other than the FIRE DISTRICT and the FIRE DISTRICT does not assume any contractual obligations to anyone other than the County. The County and the FIRE DISTRICT expressly eliminate any third-party beneficiary to this agreement.

III. Termination Provisions

A. Term of Agreement: The term of this agreement shall be one year, commencing on January 1, 2023, provided that this agreement shall automatically renew each year thereafter, for another one year term, if not terminated according to subsection B. below.

B. Process for Termination: Either party may terminate the agreement for any reason as of the end of any calendar year, by giving written notice of intent to terminate no later than October 1st in any year. The parties acknowledge that an extension of this agreement into 2023 and beyond may include a price increase, and if so, the County shall notify the Fire District 90 days prior to the implementation of such price increase.

C. Future Non-Allocation of Funds: Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for provision of a Work Crew for any fiscal period, the County will not be obligated to provide Work Crew services after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies and the County shall not be deemed to be in breach of this agreement.

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed on this 12th day of May, 2023.

PIERCE COUNTY

DocuSigned by:
Mike Sommerfeld
4D8921ED1BB14F1... 5/10/2023

DEP. PROSECUTING ATTY Date
(as to form only)

DocuSigned by:
Gary Robinson
88F99CA97BBD418... 5/9/2023

FINANCE Date

DocuSigned by:
[Signature]
0194DE75352344D... 5/9/2023

DEPARTMENT DIRECTOR Date

DocuSigned by:
Kevin McLann
209F71B77B814EC... 5/12/2023

PRESIDING JUDGE Date

EAST PIERCE FIRE & RESCUE

DocuSigned by:
Bill Sandlian Assistant Chief
B390C68B0DAA452... 5/9/2023

FIRE CHIEF Date