

Interlocal Agreement #000000

**INTERLOCAL AGREEMENT BETWEEN
Central Pierce Fire & Rescue
AND
Bethel School District,**

This INTERLOCAL AGREEMENT, entered into by Central Pierce Fire & Rescue (hereinafter referred to as CPFR) and Bethel School District (hereinafter referred to as the School District), WITNESS THAT:

CPFR desires to engage the District to perform certain tasks as hereinafter agreed upon by both parties.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. SERVICE PROVISIONS

- a) The District agrees to permit CPFR to use School District property located at BSD warehouse, 5410 184th Street E Spanaway Washington 98387 solely as an alternate facility site to be used as a distribution and warehousing center that collects, stores and disperses needed supplies and equipment during an emergency or disaster, when CPFR's logistic capabilities have been incapacitated or overwhelmed.
- b) The School District further agrees to provide a space approximately 600-800 square feet that would be used as a receiving and distribution area.
- c) The School District agrees to grant CPFR permission to utilize the loading docks to move and receive supplies.
- d) CPFR agrees to ensure that vehicle traffic does not negatively impact the BSD warehouse operations.
- e) The School District agrees to grant CPFR unlimited 24 hour access following notification of need and limited access for training purposes (relocation exercises).
- f) The School District agrees to provide CPFR with the means of access, keys/alarm codes or any other information that would enable CPFR to occupy the premises with or without prior notice.
- g) CPFR agrees to restrict all information concerning access methods and codes to senior staff or as designated by the Fire Chief.
- h) The School District agrees to grant CPFR the privileges to access the aforementioned facility with prior and without prior notification.
- i) CPFR agrees access privileges shall be limited to disaster and emergency events; all other access to said facility shall be coordinated with the appropriate School District representative.
- j) CPFR agrees to attempt to notify the School District prior to occupying the agreed upon space. However, should events require CPFR to occupy the agreed upon space without notification, CPFR agrees to notify the School District as soon as possible.

2. FUNDING

This agreement between CPFR and the School District shall not place any financial obligation or burden on either party.

3. TERM OF AGREEMENT

The effective date of this agreement shall be the date the parties sign and complete the

execution of this agreement. The agreement shall be renewed annually, except as provided in Section 7 below.

4. REIMBURSEMENT PROVISIONS

CPFR agrees to compensate the School District for any damages that result from the actions of CPFR personnel. The District shall notify CPFR of damages with repair estimates not later than fifteen (15) working days after discovery of said damages that was determined to have been caused by CPFR personnel. CPFR agrees that within thirty (30) days after receiving the damage notification, CPFR shall remit to the School District the funds covering the cost of the necessary damage repairs.

5. EVALUATION AND MONITORING

The District agrees to allow CPFR (with proper advance notification) to conduct training exercises that simulate the relocation of CPFR's logistic center to the aforementioned property.

6. AGREEMENT MODIFICATIONS

CPFR and the School District may, from time to time, request changes be made to this agreement. Any such changes that are mutually agreed upon by CPFR and the School District shall be incorporated herein by written amendment to this agreement. It is mutually agreed and understood that no alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

7. TERMINATION OF AGREEMENT

a) If CPFR violates any of its covenants, agreements, or stipulations of this agreement, and the violation is not corrected within twenty (20) days after submitting written notice to CPFR describing such default or violation, the School District shall thereupon have the right to terminate this agreement and withhold use of the aforementioned building.

b) Notwithstanding any provisions of this agreement, either party may terminate this agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

8. NOT EMPLOYEE OF AGENCY

CPFR employees or agents performing under this agreement are not deemed to be employees of the School District nor agents of the School District in any manner whatsoever. The School District employees or agents are not deemed to be employees of or agents for CPFR and neither party shall make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District or CPFR.

9. HOLD HARMLESS

CPFR agrees to defend, hold harmless and indemnify the School District, their officers, agents, employees and assigns against any and all damages or claims from damages resulting or allegedly resulting from the CPFR performance or activities while occupying the agreed upon space.

10. GOVERNING LAW AND VENUE

This agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue in any action brought to interpret or enforce the terms of this agreement shall be in the Superior Court of Pierce County, Washington.

11. SEVERABILITY

In the event any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.

12. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

13. AGREEMENT ADMINISTRATION

- a) CPFR representative shall be Patrick Merriman or as designated by the Fire Chief.
- b) The School District representative shall be Todd Mitchell or as designated by the District Superintendent.

Approvals:

IN WITNESS WHEREOF, CPFR and the School District have executed this agreement as of the date and year written below.

DATED this 13th day of January, 2020.

Central Pierce Fire & Rescue

Bob Willis
 Signature _____ Date _____
 Bob Willis
 Chairman,
 Board of Commissioners
 Central Pierce Fire & Rescue

[Signature]
 Signature _____ Date _____
 Daniel Olson
 Fire Chief
 Central Pierce Fire & Rescue

Matthew Holm 1/13/20
 Signature _____ Date _____
 Matthew Holm
 Board of Commissioners *Chairman, Board*
 Central Pierce Fire & Rescue *of Commissioners*

Rich Coleman
 Signature _____ Date _____
 Rich Coleman
 Board of Commissioners
 Central Pierce Fire & Rescue

Bill Eckroth 1/8/2020
Signature Date
Bill Eckroth
Board of Commissioners
Central Pierce Fire & Rescue

[Signature] 1-13-20
Signature Date
Steve Stringfellow
Board of Commissioners
Central Pierce Fire & Rescue

Bethel School District

[Signature] 12/11/19
Signature Date
Todd Mitchell
Executive Director
Human Resources
Bethel School District

[Signature] 1.6.20
Signature Date
Leeda Beha
Director
Child Nutrition
Bethel School District

[Signature] 12-10-19
Signature Date
Lauren Lasater
Risk Manager
Bethel School District