

Thurston County Fire District Three



Agenda for the Board of Fire Commissioners

Regular Meeting

December 5th, 2019

5:30 pm

I. CALL TO ORDER / FLAG SALUTE

II. APPROVAL OF THE AGENDA

A. Additions / Deletions

III. HEARING OF THE PUBLIC / MEMBERS PRESENT

IV. APPROVAL OF THE CONSENT AGENDA

A. Draft minutes of the November 21st, 2019 of the Board of Fire Commissioners meeting.

B. Warrants

- General Fund 001 (Acct#6630) checks numbered #21704 through #21727 in the amount of \$68,613.11
- Capital Projects Fund 301 (Acct# 6631) check numbered # 21728 in the amount of \$ 585.00
- 2017 Capital Improvement Project Fund 306 (Acct# 6639) check numbered #21729 in the amount of \$6,816.81

C. Payroll #11A-1-19 in the amount of \$0.00

D. Payroll #11B-19 in the amount of \$396,875.47

V. COMMITTEE REPORTS

A. Thurston County Medic One
E.M.S. Council

Commissioner Kirkbride

B. Thurston 9-1-1 Communications (TCOMM)

- | | |
|--|------------------------------|
| Administration Board | Commissioner Wilson |
| C. City / District Liaison
Communication updates | Commissioners Wilson & Dobry |
| D. Thurston County Fire Commissioners Association
Regular meeting | Commissioner Hetzler |
| E. Thurston Regional Planning Council
Status report | Commissioner Dobry |
| F. Community Outreach
Status report | Staff |
| G. Capital Facilities and Equipment Activities | Staff |

VI. OLD BUSINESS

VII. NEW BUSINESS

- A. Summary of Performance Review and Contract Renewal for Fire Chief:
Discussion/Proposed Action - (Appendix A)
- B. Renewal of Homeland Security Regional Omnibus Mutual Aid Agreement:
Staff Report/Proposed Action - (Appendix B)

VIII. ADMINISTRATIVE REPORT

IX. COMMISSIONER COMMENTS

X. OTHER INFORMATION

- A. Suggestion Box
- B. Correspondence

XI. HEARING OF THE PUBLIC / MEMBERS PRESENT

XII. ADJOURNMENT

THERE WILL BE NO WORKSHOP CONDUCTED THIS EVENING.

Next Regular Meeting: December 19th, 2019 – 5:30 pm

THURSTON COUNTY FIRE DISTRICT THREE

BOARD OF FIRE COMMISSIONERS

MINUTES OF THE MEETING

November 21st, 2019

Present:

Chairman Wilson

Vice Chair Dobry

Commissioner Hetzler

Commissioner Roberts

Commissioner Kirkbride

I. CALL TO ORDER / FLAG SALUTE

Chairman Wilson called the meeting to order at 5:30pm and followed with a salute to our Nation's flag.

II. APPROVAL OF THE AGENDA

MOTION: To approve the agenda with the amended additions of New Business Item B, requesting approval for the Fire Chief to sign an Intergovernmental Cooperative Purchasing Agreement with the NPP and to replace the levy certification with the adjusted numbers from the bond sale.

Motion: Commissioner Kirkbride

Second: Commissioner Dobry

Carried: Unanimous

III. HEARING OF THE PUBLIC /MEMBERS PRESENT

- Chris Clem of Olympic Ambulance shared that they added another 24-hour unit and two new hires starting in December. They will also be holding a blood drive on Monday, November 25th from 2pm to 7pm.
- Presentation of the Tactical Athlete program was presented by Central Pierce Assistant Chief of Health and Safety Adam Jackson. He shared that since they started in January 2018, 160 people have used the program at Central Pierce. He shared that the program is designed for first responders, spouses, children, and other employees for both on and off the job injury and he discussed how the utilization of Tactical Athlete medical networks have helped to address less straight forward/specialized cases.
 - o Commissioner Kirkbride inquired about how the program gets members in so quickly. AC Jackson shared that the provider already has slots built into the provider schedule for emergent issues available to any patient.

- Commissioner Kirkbride asked about the cost savings to the District. AC Jackson shared that the program is based on each individual department/district's loss numbers. He shared that Tactical Athlete's goal is to have a return on investment within ten weeks. He shared Tactical Athlete is saving an average of \$6,000 per incident across the country.

IV. APPROVAL OF THE CONSENT AGENDA

- A. Draft minutes of the November 7th, 2019 meeting of the Board of Fire Commissioners.
- B. Warrants
 - General Fund 001 (Acct#6630) checks numbered #21680 through #21698 in the amount of \$85,455.78
 - Equipment Repair and Replacement Fund 103 (Acct# 6636) check #21703 in the amount of \$ 2,158.68
 - 2017 Capital Improvement Project Fund 306 (Acct# 6639) checks numbered #21699 through #21702 in the amount of \$219,035.69
- C. Payroll # 11A 2019 in the amount of \$1,133,449.15

MOTION: To accept the consent agenda as presented.

Motion: Commissioner Kirkbride
 Second: Commissioner Roberts
 Carried: Unanimous

V. COMMITTEE REPORTS

- A. Thurston County Medic One E.M.S. Council

Commissioner Kirkbride shared:

- Draft of Comprehensive Plan was shared with the EMS Council. Once the plan is adopted then an Action Plan will be developed to identify what needs to be studied and when and who will be assigned the action plan items. Of those items some will be placed into the Strategic Plan for each of the provider agencies. Discussed the need for future facing EMS programming. Every 5 years the Comprehensive Plan will be updated. Not a set timeline for adoption, however hoping for January 2020.
- Ops Committee discussed potential plan to work alongside Airlift NW to dispatch in tandem with EMS for severe trauma calls where blood may be needed.
- Discussed MPD Contract with OES Physicians' Group.
- Review of the budget occurred with 60% of expenditures through the end third quarter.

- Discussed that \$5.00 fee for medical records to be eliminated.
- No meeting will be held in December.

B. Thurston 9-1-1 Communications (TCOMM) Administration Board Commissioner

Wilson reported:

- No report, as they will meet Wednesday, December 4th.
- Intergovernmental agreement meeting scheduled for Tuesday, December 10th. Chief Brooks and Commissioner Wilson to attend.

C. City / District Liaison

Chief Brooks shared:

- No report, as they are scheduled to meet on Tuesday, December 17th.

D. Thurston County Fire Commissioners Association

Commissioner Dobry reported:

- Discussed stable and sustainable funding for fire services.
 - o House Bill 1169 to clarify state law regarding cost reimbursement for insurance carriers for cost reimbursement for the cleanup and removal of hazardous substances beyond what tax payers fund for fire department readiness.
 - o Early deployment of mobilization resources and adequate reimbursement for mobilization costs.
 - o Wildland Fire Funding increases.
 - o Volunteer FF Pension and Family Medical Leave Act.
 - o JATC funding and study to identify opportunities for improving program.
 - o Food truck safety regulations.
 - o Adult Home fire safety.
 - Commissioner Kirkbride inquired about previously proposed \$.75 EMS levy increase and Chief Brooks shared was not on the “top 5” list of items brought forward.
- Shared the EMT Course and Recruit Academy will be graduating on Wednesday, December 18th at 6pm at the SPSCC Lacey Campus.
- Discussed 5,751 citizens trained on Hands on CPR in our county.

- Commissioner Kirkbride shared that this number does not include 10th graders trained by schools, private training or American Red Cross training.
- No dues to be collected for 2020.
- Potluck to be held on Tuesday, December 17th.

E. Thurston Regional Planning Council (TRPC)

Commissioner Dobry shared:

- No report, as their next meeting is scheduled for Friday, December 6th.

F. Community Outreach Status Report

Chief Brooks shared:

- There are no more annual meetings needing fire presentations.
- Commissioner Dobry shared that Meridian Campus HOA was well attended. Shared information with them regarding fire prevention and the District's CERT program.
- Discussed District Santa Mobile schedule.
- Discussed Lacey Firefighters Charity using District social media to communicate seasonal charity. Received approval of the Board with additional language of no taxpayer dollars used.
 - Commissioner Kirkbride shared concern regarding District vehicles or District resources in social media advertising.
 - Commissioner Roberts shared it would be helpful to people who would like to make contributions or donations to have the information shared on social media.
- Invited Board to decorate the Santa Mobile offsite on Tuesday, November 26th.

G. Capital Facilities and Equipment Activities

Chief Brooks reported:

- Director Chambers had an onsite meeting with the contractor today and things are moving ahead on established time schedule with framing for the sheer wall and the next large concrete pour to take place next week.
- Received Fire Protection Systems Permit for Station 34 from Thurston County today.
- Received notice of Solicitation for Comment from the City of Lacey for the Station 33 Annexation with comments due back on Monday, December 2nd.
 - Commissioner Kirkbride asked if prior to getting started the County indicated approval? Chief Brooks shared that we reinitiated because County indicated okay to not take the road frontage, however that he

had not heard any follow up from. Will be determined during comment period.

- Director Chambers is working to finalize specs for the Pierce truck and engines.

VI. OLD BUSINESS

A. 2020 Budget

Chief Brooks shared:

- Minor changes to the budget included:
 - o Director Hough worked with County Treasurer and Assessors office to run all of the numbers regarding our banking capacity, still will be about \$100,000 to be rolled forward.
 - o No other significant changes to the proposed budget.
- Anticipating cash carry-forward amount at \$4.79 Million and in total revenue including cash carry-forward for 2020 would be the \$27,732,695. Total expenditures will be \$23,992,000. With unreserved ending cash at \$3.7 Million meeting the 16% requirement from the Board.

MOTION: To adopt the 2020 Budget as modified from previous hearing.

Motion: Commissioner Kirkbride

Second: Commissioner Hetzler

Carried: Unanimous

VII. NEW BUSINESS

A. Resolution 872-11-19: Authorizing an Increase in the District's Tax Levy from the Previous Year.

- o Chief Brooks shared: the original total taxes required was \$19,086,000 and on the amended version after the bond sale we ended with slightly more favorable interest rates at \$19,070,000. With a reduction of ~\$16,000.

MOTION: To adopt Resolution 872-11-19: Authorizing an Increase in the District's Tax Levy from the Previous Year and authorize the Fire Chief to sign the certification.

Motion: Commissioner Dobry

Second: Commissioner Hetzler

Carried: Unanimous

B. Intergovernmental Cooperative Purchasing Agreement

MOTION: To authorize the District to register with National Purchasing Partners (NPP) and authorize the Fire Chief to sign the Interlocal Agreement with the Vendor.

Motion: Commissioner Kirkbride

Second: Commissioner Dobry
Carried: Unanimous

VIII. ADMINISTRATIVE REPORT

Chief Brooks provided the following updates:

- Chief Brooks shared through Director Hough's report the largest Purchase Card transactions (\$5,000 or greater) year-to-date. Discussion took place regarding the amount of transactions to be reviewed and the frequency in which the Board would like to review the purchases. Consensus was reached that the District will supply a monthly statement in the areas for purchases/transactions over \$1,000 to be reviewed by the Board.
- Year-to Date Budget is at ~83% of the year with 76% of expenditures. The District is currently below budget.
- Bond Sale interest rates came in below expectations. All final agreements have been executed and the District received the official statement to have final comments back to them by Monday, November 25th. It will fund on Thursday, December 12th.
- Chief Brooks and Deputy Chief Dickson met with Jim Clarke from EF Recovery who acknowledged slowing of their ability to collect administratively due to insurance and administrative delays. Mr. Clark discussed internal process changes to take place at EF Recovery to remove some of the workload in early 2020 and potentially eliminate their fees. They discussed, with the Board's approval, extending the time on incident requirement to only bill for events that take one-hour or greater time on scene in order to bill for incidents which will have the greatest return on investment of District time and resources. Board reached consensus.
 - o Commissioner Wilson inquired about what happens in the case of multiple responders from different agencies on scene? Chief Brooks shared that EF Recovery would ensure not double billed.
- Citizens Advisory Committee meeting took place last week with six of former members. Proposed follow up meeting to take place in the first quarter of next year to determine next steps for citizen feedback and engagement.

IX. COMMISSIONER COMMENTS

Commissioner Kirkbride had no comment.

Commissioner Roberts had no comment.

Commissioner Hetzler shared that she really enjoyed going to Citizen Action Council meeting.

Commissioner Dobry inquired about Lacey Firefighter Charity gift wrapping. Chief Brooks shared that he believed it was on the 14th, but that he would find out.

Commissioner Wilson thanked all Commissioners for attending the Regionalization Study. Discussion took place regarding the Regionalization.

X. OTHER INFORMATION

- A. Suggestion Box – None.
- B. Correspondence
 - i. Notice of a former volunteer firefighters Leon Washington passing and Chief received thank you from his family.

XI. HEARING OF THE PUBLIC / MEMBERS PRESENT

None present.

XII. REQUEST FOR EXECUTIVE SESSION

- A. Pursuant to RCW 42.30.110(1)(g): To review the performance of a public employee

The Board announced and entered an Executive Session at 7:21pm. It was anticipated to last up to twenty minutes to complete the performance evaluation. At 7:40 p.m. the Board closed the Executive Session and returned to the open meeting with no action taken.

XIII. ADJOURNMENT

The Board of Fire Commissioners meeting adjourned at 7:43 p.m.

Next Regular Meeting: December 5th, 2019 – 5:30 p.m.

Chair

Vice Chair

Commissioner

Commissioner

Commissioner

ATTEST: District Secretary

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	26	0.00	76,014.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	28	26	0.00	76,014.92

Fund Summary

Fund	Name	Period	Amount
001	General Fund	12/2019	68,613.11
301	Capital Projects Fund	12/2019	585.00
306	2017A Capital Improvement Project Fund (201	12/2019	6,816.81
			76,014.92

Authorization Signatures

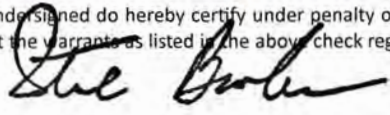


 Signature Finance Director

12/3/19

 Date

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the warrants listed in the above check register are submitted for approval.



 Fire Chief

 Chairman of the Board

 Commissioner

 Commissioner

 Commissioner

 Commissioner



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: 001-GENERAL FUND						
1406	AMERICAN EXPRESS	12/06/2019	Regular	0.00	118.75	21704
INV03686	Invoice	12/05/2019	Travel Exp - Kincade Mobilization	0.00	118.75	
981	BARNES, JOHN C	12/06/2019	Regular	0.00	880.00	21705
INV03681	Invoice	12/05/2019	Nov. 2019 Services	0.00	880.00	
1507	BLACK LAKE AUTO WRECKING	12/06/2019	Regular	0.00	600.00	21706
INV03689	Invoice	12/05/2019	Delivery and Removal of 3 Junk Vehicles U	0.00	600.00	
1404	CITI CARDS - VISA	12/06/2019	Regular	0.00	163.94	21707
INV03683	Invoice	12/05/2019	Digital River Co. Subscription 11/3/2019-1	0.00	163.94	
706	CITY OF OLYMPIA	12/06/2019	Regular	0.00	37,680.19	21708
INV03692	Invoice	12/05/2019	Oly Contract Service & Parts - Nov.2019 St	0.00	37,680.19	
715	COPIERS NORTHWEST INC	12/06/2019	Regular	0.00	463.30	21709
INV2053177	Invoice	12/05/2019	11/14/19 - 12/13/19 Canon Copier Rental	0.00	463.30	
50280	CREBS, CHRISTOPHER R	12/06/2019	Regular	0.00	66.08	21710
INV03687	Invoice	12/05/2019	Training Supplies - Crebs	0.00	66.08	
640	CW NIELSEN MFG CORP	12/06/2019	Regular	0.00	102.20	21711
32934	Invoice	12/05/2019	Badge	0.00	102.20	
113	ECMS INC	12/06/2019	Regular	0.00	520.63	21712
INV333257	Invoice	12/05/2019	Bunker Gear Maintenance - Work Order 5	0.00	520.63	
738	FIRECOM / SONETICS CORPORATION	12/06/2019	Regular	0.00	160.00	21713
INV315057	Invoice	12/05/2019	Headset Repair - UHW-10	0.00	160.00	
1173	FITNESS INSTALLERS & TECHNICIANS INC	12/06/2019	Regular	0.00	707.85	21714
LFR31	Invoice	12/05/2019	Quarterly Fitness Equip Maintenance	0.00	707.85	
589	FOSTER GARVEY PC	12/06/2019	Regular	0.00	11,786.60	21715
2731612	Invoice	12/05/2019	Legal Services - Arbitration	0.00	11,786.60	
594	GARDNER'S TRUST INC	12/06/2019	Regular	0.00	1,860.08	21716
INV03680	Invoice	12/05/2019	Nov. Landscaping maintenance	0.00	1,860.08	
555	JOHNS PLUMBING	12/06/2019	Regular	0.00	5,116.66	21717
15146	Invoice	12/05/2019	Sta. 31 (3) Shower Mixer Valves	0.00	5,116.66	
1288	KENT D. BRUCE CO., LLC	12/06/2019	Regular	0.00	186.30	21718
5622	Invoice	12/05/2019	Tank Status Light LED Strip	0.00	186.30	
1284	PALADIN BACKGROUND SCREENING	12/06/2019	Regular	0.00	442.00	21719
INV03691	Invoice	12/05/2019	Background Checks - Hough, Sovde	0.00	442.00	
1561	PATRICIA A QUIMBY	12/06/2019	Regular	0.00	326.24	21720
INV03677	Invoice	12/05/2019	Accounting Services	0.00	326.24	
365	SEA-WESTERN INC	12/06/2019	Regular	0.00	146.67	21721
INV03684	Invoice	12/05/2019	MSA Cairns Helmet Passport Helmet Fron	0.00	73.61	
INV33333	Invoice	12/05/2019	Helmet Parts	0.00	73.06	
875	SOUND ENERGY SYSTEMS	12/06/2019	Regular	0.00	242.65	21722
INV03682	Invoice	12/05/2019	Sta. 31 Bay Heat	0.00	242.65	
888	TEMP CONTROL MECH SVS CORP	12/06/2019	Regular	0.00	2,164.23	21723

Check Report

Date Range: 12/05/2019 - 12/06/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6099	Invoice	12/05/2019	HVAC Repairs	0.00	1,700.80	
6145	Invoice	12/05/2019	HVAC Repairs	0.00	463.43	
1430	THUR CO CENTRAL SERVICES	12/06/2019	Regular	0.00	345.28	21724
INV03679	Invoice	12/05/2019	Radio Repair INV#19-541-332	0.00	345.28	
1558	THURSTON-MASON SENIOR NEWS	12/06/2019	Regular	0.00	220.00	21725
INV03690	Invoice	12/05/2019	Volunteer Receptionist Ad - November	0.00	220.00	
1392	VOYAGER FLEET SYSTEMS / US BANK	12/06/2019	Regular	0.00	3,712.86	21726
INV03693	Invoice	12/05/2019	Fuel - Nov.2019 Statment	0.00	3,712.86	
226	WA ST AUDITOR'S OFFICE	12/06/2019	Regular	0.00	600.60	21727
L133592	Invoice	12/05/2019	Audit - 2018 Accountability	0.00	600.60	

Bank Code 001 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	26	24	0.00	68,613.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	26	24	0.00	68,613.11

Check Report

Date Range: 12/05/2019 - 12/06/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: 301-CAPITAL PROJECTS FUND						
216	THUR CO CPED	12/05/2019	Regular	0.00	585.00	21728
191085	Invoice	12/05/2019	Permit 19108507 - Yelm Hiway	0.00	585.00	

Bank Code 301 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	585.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	585.00

Check Report

Date Range: 12/05/2019 - 12/06/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: 306-2017 CAPITAL PROJECTS FUND						
1562	PROJECT RESOURCES GROUP, INC.	12/06/2019	Regular	0.00	6,816.81	21729
<u>16V03594</u>	Invoice	12/05/2019	New Sta. 34 forced utility move	0.00	6,816.81	

Bank Code 306 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	6,816.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
			0.00	6,816.81



THURSTON COUNTY FIRE DIST. #3
MASTER PAYROLL LIST

Payroll Period 11A-1 2019

Checks Total Amount	3,322.28
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DIRECT DEPOSIT - KEY BANK	-3,322.28
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KEY BANK FUNDS TRANSFER TO IRS FED INCOME TAX DEPOSIT	0.00
KEY BANK FUNDS TRANSFER TO IRS MEDICARE DEPOSIT	0.00
KEY BANK FUNDS TRANSFER TO IRS SOCIAL SECURITY DEPOSIT	0.00
Net Tax Deposit Total	0.00
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UNEMPLOYMENT FUND	0.00
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WASH STATE DEPT OF RETIREMENT SYSTEMS	0.00
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TOTAL PAYROLL	0.00

THURSTON COUNTY FIRE DIST. #3
MASTER PAYROLL LIST

Payroll Period 11B-19

DIRECT DEPOSIT - KEY BANK	339,241.94
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KEY BANK FUNDS TRANSFER TO IRS FED INCOME TAX DEPOSIT	46,288.61
KEY BANK FUNDS TRANSFER TO IRS MEDICARE DEPOSIT	11,344.92
KEY BANK FUNDS TRANSFER TO IRS SOCIAL SECURITY DEPOSIT	0.00
TAX DEPOSIT TOTAL	57,633.53
TOTAL PAYROLL	396,875.47

Appendix A

2019 Fire Chief Evaluation

The Board of Lacey Fire District 3 finds the performance of Chief Books to be highly competent. His goals for 2019 were extensive. While each goal was not totally completed, they were each addressed.

The Capitol investment plan is well underway with Station 34 already under construction, new bay doors have been installed at the existing staffed stations, and two engines and a ladder truck scheduled to be ordered by the end of the year.

In addition to the management of FD 3, Chief Brooks is an integral part of other organizations such as Medic I and TCOMM.

He provides a positive example to the staff; encourages and supports them in developing their own goals and leadership abilities.

Lacey Fire District 3
EMPLOYMENT AGREEMENT – Steven K. Brooks

1. AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered by and between FIRE PROTECTION DISTRICT NUMBER THREE, Thurston County, Washington (“District”) and Steven K. Brooks (“Employee”). The District and Employee agree as follows.

2. RECITALS

2.1 The District desires to: (1) employ the services of Employee as the Chief Executive Officer (CEO) and Fire Chief of the District with the full authority of that position as provided by law or as delegated to him by the District’s Board of Commissioners (“Board”); (2) make possible full work productivity by assuring the Employee’s morale and peace of mind with respect to certain job security; (3) deter malfeasance or dishonesty for personal gain on the part of the Employee; and (4) provide a means of terminating the Employee’s services at such time as the District may desire to terminate his employment.

2.2 Employee desires to continue employment as Chief Executive Officer and Fire Chief of the District.

3. DUTIES

The District employs Employee, and Employee accepts employment as CEO and Fire Chief consistent with this Agreement, to perform the functions and duties specified by law and the District’s policies and procedures, and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign.

4. TERM

4.1 The Agreement shall be effective January 1, 2020 for a period of six (6) calendar years, and shall thereafter remain in effect for the Agreement Term.

4.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of the Employee at any time or for any reason with or without prior notice, except as provided in Agreement Section 5.

4.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign his position at any time, except as provided in Section 5, below.

4.4 The “Agreement Term” shall mean the 6-year period under Agreement Section 4.1 and any extension(s) beyond December 31, 2025. The Agreement shall continue on one or more four (4) month extensions, until such time as either the Employee gives written notice of resignation under Section 5.2 or District gives written notice, six (6) months in advance of the termination of the Agreement, consistent with Agreement Section 5.1.1.

5. TERMINATION-RESIGNATION

5.1 *Severance Payment.*

Lacey Fire District 3

EMPLOYMENT AGREEMENT – Steven K. Brooks

5.1.1 In the event that the Employee is terminated by the District when Employee is willing to perform the duties of Fire Chief, then, and in that event, District shall (1) pay Employee a lump sum cash payment equal to six months aggregate salary plus accrued vacation; and (2) pay COBRA continuation coverage medical and health care benefits for six months after termination. In lieu of being terminated immediately and provided the payments, District shall have the option to notify Employee that he will be able to continue as Fire Chief for a period of six months and be permitted to seek other employment during that time period; provided, however, there will be no monetary severance benefits except for accrued vacation and sick leave paid to Employee under this procedure, whether or not Employee is successful in obtaining other employment.

5.1.2 The District's obligations under this Section 5.1 shall terminate on the earlier of Employee's employment by another employer; Employee's death; Employee's conduct warranting application of Section 5.3; Employee's disability as defined in Section 6; or expiration of the severance (six month) period. If Employee receives compensation under conditions specified in Section 5.1, Employee hereby waives right to seek further compensation from the District.

5.1.3 The phrase "terminated by the District" shall also mean action of the District at any time during the employment term: (1) that reduces the Employee's employment benefits as set forth in the District's Employment Handbook in a greater percentage than other District non-union personnel; or (2) District refusal, following Employee's written notice, to comply with any other material provision benefiting Employee herein; or (3) Employee resignation following a public request by a majority of the Board that he resign.

5.2 In the event Employee voluntarily resigns his position with the District, then Employee shall give District advance notice of not less than sixty (60) days. In the event of failure to comply with the notice provisions of this Section 5.2, the resignation shall be deemed a quit, and Employee shall forfeit all severance (Section 5.1), vacation or other accrued benefits.

5.3 The provisions of this Section 5 shall be without effect, and Employee shall be without recourse, and Employee shall forfeit all severance (Section 5.1), vacation or other accrued benefits in the event that he is terminated as a result of:

5.3.1 Conduct that constitutes a felony under federal or Washington state law;

5.3.2 Conduct that constitutes a misdemeanor involving moral turpitude, dishonesty, misrepresentation, or public official misconduct;

5.3.3 Employee's ineligibility for continued employment for failure to maintain license requirements.

5.4 Before termination of Employee for conduct under Agreement Section 5.3, the Board shall, unless waived by Employee, provide for and conduct a pre-disciplinary hearing in accordance with District policies and procedures.

Lacey Fire District 3
EMPLOYMENT AGREEMENT – Steven K. Brooks

6. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued (paid) leave, the District may at its sole discretion terminate this Agreement, subject to the severance pay requirements of Section 5.1. Provided, nothing in this Agreement affects the right, if any, of Employee to return to District employment consistent with Chapter 41.26 RCW.

7. SALARY

District agrees to pay Employee for his services an annual salary of \$182,000 in 2020 payable in installments at the same time other District employees are paid. In addition, the District agrees to award annual cost-of-living increases in the salary in accordance with the most recently published June-to-June Seattle/Bremerton CPI not to exceed 3%.

8. PERFORMANCE EVALUATION

8.1 At the discretion of the Board, the Board and the Employee shall meet in executive session, to review the performance of the Employee.

9. HOURS OF WORK

9.1 It is recognized that Employee must devote additional time out-side normal office hours to business of the District, and to that end Employee shall be allowed to take compensatory time off from employment during normal District office hours; provided, however, that such time off is kept by the Employee and reported to the chairperson of the Board at or prior to the first regular Board meeting of each month.

9.2 Compensated employment of Employee, which is related to the fire service or public agency operation or administration, by a person or organization or corporation other than District shall be approved in advance by the Board. Employee shall give the Board of Commissioners notice of all other compensated employment.

9.3 Employee shall be entitled to paid holidays consistent with District Employee Handbook; provided, however, that employment on a holiday shall not give rise to additional compensation or other accrued benefits.

10. AUTOMOBILE

Employee's duties require that he shall have the use of a late-model automobile, to be provided to him by District. The automobile shall be equipped with a mobile, two-way radio for communication on the District's radio channel(s). All operation, maintenance and insurance costs for the automobile and related equipment will be budgeted and paid for by District. The automobile shall be available to Employee at all times, and shall be used for District business and Employee's travel incidental to District business.

Lacey Fire District 3
EMPLOYMENT AGREEMENT – Steven K. Brooks

11. VACATION

The Employee shall carry forward any accrued vacation leave and continue to accrue vacation under the District's Policy. Upon termination or resignation, District shall, except as provided in Agreement Section 5.2 and 5.3, compensate Employee for all accrued vacation leave based upon Employee's salary as of the date of termination or resignation.

12. SICK LEAVE

Employee shall accrue sick leave in accordance to current District Policy. Upon termination, District shall, except as provided in Agreement Sections 5.3 and 5.4, compensate Employee for accrued sick leave up to 50% of the maximum accrual hours. Upon resignation, District shall, except as provided in Agreement Sections 5.2, compensate Employee for accrued sick leave up to 75% of the maximum accrual hours. Upon eligible retirement, District shall compensate Employee for all accrued sick leave up to the maximum accrual hours stated in District policy. Compensation will be in the form of deposit into the employee's established HRA VEBA account. Sick leave compensation will be made in 25% increments; the first payment at separation and the subsequent deposits to be made on or about July 1st of the up to three years following separation until the designated percentage of compensation is achieved.

13. INSURANCE BENEFITS

13.1 District shall maintain its current group life insurance program, or such other program that provides similar or better benefits for Employee.

13.2 District shall pay all premiums for Employee and his dependent family for District's plans of hospitalization, surgical and comprehensive medical and dental insurance and vision care.

13.3 The terms of District's plans, and not this Agreement, govern eligibility and benefits under such plans.

13.4 When requested by District, Employee shall submit to an annual complete physical examination by a physician of District's choice, the cost of which shall be paid by District. All fitness for duty reports shall be forwarded to the Board.

14. INDEMNIFICATION

14.1 District shall in all cases provide competent legal counsel of its choosing, to defend Employee when he is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding arising within the scope and course of Employee's District employment, whether civil, administrative or investigative, by reason of the fact that he is an employee of the District, and shall indemnify Employee against all expenses, fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, except as otherwise provided in the Section.

Lacey Fire District 3
EMPLOYMENT AGREEMENT – Steven K. Brooks

14.2 Nothing in this Section 14 shall be construed to require District to provide legal counsel or such indemnification for Employee for the following situations:

14.2.1 In civil matters, where Employee is the plaintiff or moving party; or where it shall be finally adjudicated in any action, suit or proceeding that Employee shall not have acted in good faith and in the reasonable belief that his action was in the best interest of the District.

14.2.2 In criminal matters, where Employee is the defendant or complaining party.

14.3 Nothing in this Section 14 shall be construed to prohibit Employee from seeking additional legal counsel other than that provided by District. However, nothing in this Section 14 shall be construed to require District to pay any fees other expenses incurred as a result of employment of such additional counsel.

14.4 The rights provided for in this Section 14 shall not be deemed exclusive of any other rights to which Employee may be entitled under any statute, ordinance, agreement, insurance or policy of the District.

15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

15.1 District shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement or law.

15.2 All provisions of state law relating to retirement and pension system contributions shall apply to Employee and District.

16. GENERAL PROVISIONS

16.1 The text herein shall constitute the entire agreement between parties. Provided, however, the District Employee Handbook shall apply to certain employment benefits addressed in this Agreement.

16.2 This Agreement has been freely and fairly negotiated by the parties hereto, each of whom has the full opportunity to modify the draftsmanship hereof and, therefore; the term of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the interest of the party causing the Agreement to be drafted.

16.3 No waiver of any covenant or condition or the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of any such covenant or condition, or to justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof.

16.4 This Agreement may be amended only in writing upon the mutual consent of the parties hereto. Any party may request an amendment.

Lacey Fire District 3
EMPLOYMENT AGREEMENT – Steven K. Brooks

16.5 If any provision, or portion thereof, in this Agreement is held to be unconstitutional, invalid, or unenforceable, such provision or portion thereof shall be deemed severable, and the remainder of this Agreement shall not be affected, and shall remain in force and effect.

16.6 All provisions of this Agreement shall be construed under the laws of the state of Washington.

16.7 Upon termination of this Agreement, Employee shall return all District property to the District.

17. EFFECTIVE DATE – EXECUTION

17.1 This Agreement shall become effective commencing **January 1, 2020**.

IN WITNESS WHEREOF, District has caused this Agreement to be signed and executed in its behalf by its Chairperson, and has been duly attested by its Vice-Chairperson, and Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Chairperson of the Board of Commissioners
Fire Protection District Three
Thurston County, State of Washington

ATTEST:

Vice-Chairperson of the BoFC
Thurston County, Washington

Steven K. Brooks

Appendix B

Region 3 Mutual Aid Agreement Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned counties, cities, tribes, political subdivisions, and state institutions of higher education located in or contiguous with the Washington State Homeland Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston – hereafter referred to as “Members” - to enable them to provide assistance to each other as requested.

WHEREAS, the Members have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage assistance among Members to this agreement; and

WHEREAS, in the event of an emergency, a Member to this Omnibus Agreement may need assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Member may own and maintain equipment, stock materials and employ trained personnel for a variety of public services and shall, under certain conditions, lend its supplies, equipment and services to other Members in the event of an emergency; and

WHEREAS, the proximity of the Members to each other enables them to provide expedited assistance to each other.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Member agrees as follows:

Article 1 - APPLICABILITY

This Omnibus Agreement is available for execution to all counties, cities, tribes, other political subdivisions, and state institutions of higher education located within, or contiguous with, the counties mentioned above. Execution of this Omnibus Agreement shall occur when the Member signs an identical version of this Omnibus Agreement.

Article 2 - DEFINITIONS

- A. Asset means anything that has value to the organization. Assets are defined, but not limited to, any function or department, including, but not limited to Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- B. Assistance means employees, services, equipment, materials, or supplies offered during incidents, emergencies or disasters by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where assistance from other Members is necessary or advisable, as

mutually determined by the lending Member and requesting Member. Assistance may also be offered to support training, drills and exercises.

- C. Assistance Costs means any expenses that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. After eight (8) hours, the borrower incurs all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the lending agency agrees to provide resources by mobilizing the same. Further agreements regarding costs are addressed herein in Article 11, "Payment for Services and Assistance".
- D. Borrower means a member county, city, tribe, other political subdivision, or state institution of higher education that has adopted, signed and subscribes to this Omnibus Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- E. Contact Person(s) means the person or persons designated by each Member to request Emergency Assistance from or grant Emergency Assistance to another Member pursuant to the terms of this Omnibus Agreement.
- F. Counterparts: This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. The Regional Lead Coordinating Agency shall maintain an original and/or a copy of each signature sheet for each participant.
- G. Designated representative shall be identified and designated by each Member to serve as the representative of their respective Member in any meeting to work out the language or implementation issues of this Omnibus Agreement.
- H. Emergency includes, but is not limited to, any human-caused or natural event or circumstance within the area of operation of any participating Member causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Member or Members, in terms of personnel, equipment and facilities, thereby requiring assistance.
- I. Emergency Contact Information Form is the form to be submitted to the Regional Lead Coordinating Agency and Designated Representative by each Member listing names, addresses, and 24 hour phone numbers of the Contact Person(s) of each Member. Alternatively, the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Contact Person(s) is acceptable.
- J. Event refers to an incident, emergency, disaster, training, drill or exercise which causes a Borrower to request assistance from a Lender under this Omnibus Agreement.

- K. Execution means an action, whereupon the occurrence of which comes after a Member has followed an approved legal process.
- L. Institution of higher education means a state university, regional university, The Evergreen State College, community college, or technical college authorized under Title 28B RCW of the State of Washington, Higher Education.
- M. Lender means a Member who has subscribed to this Omnibus Agreement and has agreed to deliver assistance to another Member pursuant to the terms and conditions of this Omnibus Agreement.
- N. Omnibus Agreement means identical agreements executed in counterparts, which bind the executing Member to its terms and conditions to provide and receive assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Member binds that Member to all other Members who have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Member's Designated Representative.
- O. Member as a term used in this Agreement refers to any function, agency, department, county or city government and their departments and agencies, tribes, other political subdivisions, and state institutions of higher education, including, but not limited to, Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- P. Political Subdivision includes, but is not limited to, any county, city or town, tribe, fire district, port, public utility district, or school district.
- Q. Repository Agency is the Regional Lead Coordinating Agency, or Thurston County, in the absence of a regional organization. This agency shall maintain records, lists, etc. relative to this Omnibus Agreement.
- R. Termination Date is the date upon which this Agreement terminates pursuant to Article 29, herein.

Article 3 - PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary. Execution of this Agreement is therefore not legally binding on a Member until the Member agrees to become a lender or borrower in accordance with its terms. Once this Omnibus Agreement is executed, Members are obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this

Omnibus Agreement, except to make payment if applicable, as specified in Article 11 of this Omnibus Agreement. However, Members who execute the Omnibus Agreement are encouraged to:

- A. Ensure that other Members have their organization's most current Emergency Contact Information, and possess a good understanding about how to request assistance under this Agreement.
- B. Participate in scheduled meetings, coordinate training, as well as plan for operations and implementation issues to the extent possible.
- C. Operate under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

Article 4 - ROLE OF DESIGNATED REPRESENTATIVE OF MEMBERS

Members agree to identify a Designated Representative who shall serve on behalf of their respective Member to clarify language or implementation issues of this Omnibus Agreement.

The Designated Representative of each Member shall:

- A. Participate in any meetings convened on the implementation of this Omnibus Agreement.
- B. Obtain and communicate to relevant Member departments the discussion items and decisions of the meeting, as they bear on interoperability among Members.
- C. Maintain a copy of this Omnibus Agreement (including amendments) and a list of the Members. The Designated Representative of the Regional Lead Coordinating Agency shall maintain a master copy of the agreement and accompanying original Member signature pages.
- D. The Designated Representative of the Regional Lead Coordinating Agency shall ensure that each Member has a copy of the signature page of newly executed Omnibus Agreement(s).
- E. The Designated Representative of the Regional Lead Coordinating Agency shall provide each Member with copies of the Emergency Contact Information Forms provided by the other Members. The Designated Representative of each Member shall ensure that the Regional Lead Coordinating Agency has current Emergency Contact Information for their respective Member.
- F. The Designated Representative of each Member shall notify the Lead Coordinating Agency in writing upon their Member's termination of participation in this Omnibus Agreement. In turn, the Designated Representative of the Regional Lead Coordinating Agency shall notify all Members whenever a Member terminates its participation in this Omnibus Agreement.

- G. Maintain and distribute checklists to assist Members in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 5 - REQUESTS FOR ASSISTANCE

A Member may request assistance of other participating Members in preventing, mitigating, responding to and recovering from incidents, emergencies, disasters, or in concert with drills or exercises. Requests for assistance shall be directed to the designated contact person(s) on the contact list provided by the Members. Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days. The extent to which the Lender provides any assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

Article 6 - GENERAL NATURE OF ASSISTANCE

Assistance shall be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Member. A Member shall not be held liable to any other Member for failing to provide assistance. A Member has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed", with reimbursement (if applicable) and terms of exchange varying with the type of resource as defined in Articles 7 and 8. The Members hereto recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A subscribing Member maintains the option of submitting a request for assistance directly to the State or Federal government or through any other mutual aid agreement or compact the Member agency is party to.

Article 7 - LOANS OF EQUIPMENT

At the sole discretion of the Lender, equipment may be made available upon request of a Member. Equipment and tool loans are subject to the following conditions:

- A. Assets and equipment of a Lender shall continue under the command and control of the Lender, but shall be under the operational control of the appropriate officials within the incident management system of the Borrower.
- B. At the option of the Lender, loaned equipment may be loaned with an operator. See Article 8 for terms and conditions applicable to use of borrowed personnel.
- C. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within 24 hours following notification.

- D. Borrower shall, at its own expense, provide consumable supplies needed to operate equipment unless mutually agreed upon otherwise. The Borrower shall take proper precaution in its operation, storage and maintenance of Lender's equipment. Members are responsible to ensure that Equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its fitness for particular purpose.
- E. Lender's cost related to the transportation, handling, and loading/unloading of equipment shall be borne by the Borrower unless mutually agreed upon otherwise. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender's employees who perform such services.
- F. Without prejudice to a Lender's right to indemnification under Article 12, in the event loaned equipment is lost or damaged while being dispatched to Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment that is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than Members to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. No Member shall be liable for damage caused by the sole negligence of another Member's operator(s).

Article 8 - LOANS OF PERSONNEL

Any Lender personnel providing assistance to Borrower shall remain under the command and control of the Lender, to include medical protocols, standard operating procedures and other protocols. The organizational units shall be under the operational control of the appropriate authorities within the incident management system of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the Borrower's response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.

Any valid licenses, certifications, or other permits issued to Lender personnel by Lender or Lender's state, evidencing qualification in a professional, mechanical or other skill, may be recognized by the Borrower during the term of the event and for purposes related to the event. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.

The Lender must ensure that loaned personnel have the ability, skill, and certification necessary to perform the work required and may be obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

The Members' Designated Representative shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 9 - RECORD KEEPING

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender shall be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and shall be provided to the Borrower as needed. If no personnel are loaned, the Lender shall provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article 10 - INDEPENDENT CONTRACTOR

Lender shall be and operate as an independent contractor of Borrower in the performance of any assistance. Employees of Lender shall, at all times while providing assistance, continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who provide assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article 11. In no event, shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Borrower under or by virtue of this Omnibus Agreement.

Article 11 - PAYMENT FOR SERVICES AND ASSISTANCE

When a request for assistance is made, the Lender and Borrower will determine if reimbursement for services will be requested. Optimally, payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Lender and Borrower will agree no reimbursement is necessary.

When reimbursement has been negotiated, the Borrower shall pay the Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice. If this presents a hardship, the Borrower can make a request to the Lender to revise the payment timeframe. In the event Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days.

Article 12 - INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in section B, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing assistance to the Borrower, whether arising before, during or after performance of the assistance and whether suffered by any of the Members or any other person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Member shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Member from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Member's officers, employees, or agents acting in bad faith or performing activities beyond the scope of their training or duties.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **DISPUTE RESOLUTION PROCEDURES.** Each Member seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Member shall have the right to participate in the defense of said claim to the extent of its own interest. Member's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

Article 13 - SUBROGATION

- A. **BORROWER'S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing assistance to the Borrower under this Omnibus Agreement.
- B. **LENDER'S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies permit such waiver.

Article 14 - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Member shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Member shall provide worker's compensation in compliance with statutory requirements of the State of Washington.

Article 15 - GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the events covered by this Omnibus Agreement. A Member and its employees providing assistance under this Agreement shall be entitled to all privileges and immunities from liability as are authorized by the Washington Emergency Management Act, Chapter 38.52 RCW and Federal law.

Article 16 - NO DEDICATION OF FACILITIES

No undertaking by one Member to the other Member under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Member, or any portion thereof, to the public or to the other Member. Nothing in this Omnibus Agreement shall be construed to give a Member any right of ownership, possession, use or control of the facilities or assets of the other Member.

Article 17 - NO PARTNERSHIP

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Members or to impose any partnership obligation or liability upon any Member. Further, no Member shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Member.

Article 18 - NO THIRD MEMBER BENEFICIARY

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Members. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Member.

Article 19 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though prior agreements of the Members may take precedent over certain concepts outlined in this Agreement.

Article 20 - SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Member may terminate its participation in this Omnibus Agreement subject to Article 29.

Article 21 - GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

Article 22 - VENUE

Any action which may arise out of this Omnibus Agreement shall be brought in the courts of the State of Washington.

Article 23 - TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the Members any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

Article 24 - WAIVER OF RIGHTS

Any waiver at any time by any Member of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article 25 - SEVERABILITY

Should a court of competent jurisdiction rule any portion, section or subsection of this Omnibus Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

Article 26 - NON EXCLUSIVENESS AND ADDITIONAL AGREEMENTS

This Omnibus Agreement is not intended to be exclusive among the Members. Any Member may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Members are inconsistent with this Agreement, prior agreements for assistance between the counties, cities, tribes, other political subdivisions, or state institutions of higher education hereto shall supersede this Omnibus Agreement, until and unless any inconsistencies of the prior agreements are reconciled by the Members.

Article 27 - MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Member without 2/3 affirmative concurrence of the Members to this Agreement. Modifications to this Omnibus Agreement must be in writing, must be approved by a 2/3 affirmative vote of the Members, and must be signed by the Designated Representative of each Member.

Article 28 - NOTICES

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Designated Representative or equivalent for all Members at the address designated in the organization's Emergency Contact Information Form.

Article 29 - TERM AND TERMINATION

- A. This Omnibus Agreement is effective upon execution by two or more Members commencing January 10, 2019, and shall remain in effect until December 31, 2023. Thereafter, unless otherwise agreed upon, the agreement may be extended in five (5) year increments upon concurrence of the signatory Members.
- B. A Member opting to terminate this Omnibus Agreement shall provide written termination notification to the Regional Lead Coordinating Agency for all Members. Notice of termination becomes effective upon receipt by the Regional Lead Coordinating Agency. Any terminating Member shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Member hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

ADOPTED: 12/5/2019
(Date)

AGENCY NAME:

Lacey Fire District Three

ATTEST:

By: (Title) Fire Chief/District Secretary

Signature Commissioner
Title _____

APPROVED AS TO FORM:


By: (Title) _____

Signature Commissioner
Title _____

Signature Commissioner
Title _____

Signature

Commissioner
Title

APPROVED AS TO FORM:
JON TUNHEIM
By: 
Deputy Prosecuting Attorney

Signature

Commissioner
Title