

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and between Thurston County Special Operations Rescue Team ("SORT"), a multi-agency technical rescue team and public agency, and Lewis County ("COUNTY"), a political subdivision of the State of Washington, pursuant to the Interlocal Cooperation Act, RCW 39.34, for SORT to provide technical rescue services for permit-required confined spaces at the Lewis County Jail. Thurston County Fire Protection District No. 9 is the Lead Agency for SORT with the authority to execute contracts approved by the SORT Joint Board.

WHEREAS, the Washington Interlocal Cooperation Act, RCW 39.34, permits public agencies to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers, thereby providing services and facilities in a manner that accords best with geographic, economic, population, and other factors influencing the needs and development of local communities. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, SORT is a multi-agency team providing specialized technical rescue services, including confined space rescue.; and

WHEREAS, the COUNTY operates the Lewis County Jail and is responsible for compliance with federal OSHA standards (29 CFR 1910.146) for permit-required confined spaces, which may require designation of external rescue services; and

WHEREAS, the COUNTY wishes to obtain technical rescue services from SORT for emergency response and standby rescue in permit-required confined spaces at the Lewis County Jail; and

WHEREAS, SORT is willing to provide such services pursuant to the terms of this Agreement to support regional public safety;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the PARTIES hereby agree as follows:

1. Purpose and Scope.

The purpose and scope of this Agreement is to provide for SORT's provision of technical rescue services for permit-required confined spaces at the Lewis County Jail, as described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference ("Scope of Work"), as well as establish the related obligations of the PARTIES.

2. Services.

SORT shall provide the COUNTY with the services listed in the Scope of Work. The COUNTY shall cooperate with and provide such information, access, and support as may be necessary to aid SORT's performance of the Services, including advance notification of planned entries into permit-required confined spaces where standby rescue is needed.

In the event of simultaneous emergency response calls whereby SORT's equipment and personnel are taxed beyond its ability to render equal protection, the officers and agents of SORT shall have sole discretion as to which call shall be answered first. The duty of SORT to provide services is a duty owed to the public in general and SORT makes no representation that it will provide any specific responses or level of service pursuant to this Agreement and by entering into this agreement, SORT does not incur a special duty to the County, its employees, contractors, agents, inmates or visitors.

By signing this agreement, SORT acknowledges that it has qualified and trained staff to provide the services described in the Scope of Work attached. SORT's intentional failure to notify COUNTY of a gap in service or failure to maintain qualified staffing may result in termination of this agreement.

3. Period of Performance.

Performance of the Services shall commence upon mutual execution of this Agreement by the PARTIES and shall continue until December 31, 2028, unless terminated sooner or extended as provided herein. Either PARTY may request renewal or extension by mutual written agreement.

4. Compensation.

The Services shall be provided on a time-and-materials basis, in accordance with the fee schedule in the Exhibit A - Scope of Work & Rates.

5. Billing and Payment Procedures.

SORT shall submit invoices for reimbursable costs within 30 days of incurring them. The COUNTY shall pay amounts due within thirty (30) days after receipt.

6. Property Ownership and Disposition.

The PARTIES shall retain their respective ownership of all properties. This Agreement does not contemplate joint ownership of property.

7. Hold Harmless and Indemnity.

To the extent allowed by Washington law, SORT shall protect, hold harmless, and indemnify at its own expense, the COUNTY, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of the SORT's performance of this agreement. To the extent allowed by Washington law, COUNTY shall protect, save harmless, and indemnify at its own expense, SORT, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of the COUNTY's performance of this agreement. SORT and COUNTY agree to provide a joint defense to claims of third parties alleging concurrent negligence of the SORT and COUNTY, and reserve claims against each other until such third-party claims are resolved. This indemnification includes, without limitation, any liability for injury to the person or property of either Party, its agents, officers, employees, or invitees. Both PARTIES specifically waive any immunity

provided by Title 51 RCW, Washington's Industrial Insurance Act. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

8. Relationship of the PARTIES.

This Agreement shall not be interpreted nor construed to create an association, joint venture, or partnership between the PARTIES, nor to impose any partnership obligation or liability upon either Party. No agent, employee, or representative of a Party shall be deemed to be an agent, employee, or representative of the other Party. Nothing in this agreement nor in the performance by SORT shall operate to vest any employment rights whatsoever, be deemed to create an employer-employee relationship, nor be deemed to create a joint venture, between the COUNTY and SORT.

9. Party Representatives and Notices.

Party Representatives and Notices. The representative for each Party shall be responsible for and shall be the contact person for all communications relating to the performance of this Agreement. All notices, requests, demands and other communications given by one Party to the other Party in connection with this Agreement will be in writing and will be deemed to have been duly given (a) on the date of successful transmission of the entire notice in the case of e-mail transmission; (b) when delivered personally or delivered by a recognized courier service that provides a receipt of delivery; or (c) three (3) days after being deposited as certified or registered mail, postage prepaid, into the United States mail, to the Party representative at the addresses or email addresses identified below

The COUNTY's representative:

Becky Butler, Budget and Risk Director
351 N.W. North St.
Chehalis, WA 98532
Telephone: 360-740-1198
Email: becky.butler@lewiscountywa.gov

SORT's representative:

Thurston County Special Operations Rescue Team
c/o Thurston County Fire Protection District No. 9
Leonard Johnson, Fire Chief
125 Delphi Road NW, Olympia, WA 98502
360-866-1000
ljohnson@mclanefire.org

10. Termination.

Except as otherwise provided in this Agreement, either Party may terminate this Agreement upon thirty (30) days written notice. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. Public Records.

Each PARTY shall assist the other PARTY to fulfill all of the PARTY's obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) for record requests related to this Agreement and the Scope of Work.

12. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Washington. Each Party hereto, in its performance of this Agreement, agrees to comply with all applicable local, state, and federal laws and ordinances. The Thurston County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

13. Assignment and No Third Party Rights.

Neither Party may assign its rights or delegate its duties under this Agreement. This Agreement shall not be construed to create rights in or grant remedies to any third party as a beneficiary of this Agreement.

14. Entire Agreement; Amendments.

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

15. Mutual Negotiation and Construction.

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly construed for or against either Party.

16. Headings.

The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

17. Severability.

Should any part, term, or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

18. Survivability.

All provisions of this Agreement regarding indemnification, representations, warranties, confidentiality, and any other provisions that by their nature are intended to survive termination of this Agreement shall survive after its termination or expiration.

19. Authorization.

Each Party hereby represents and warrants to the other that it is duly authorized to enter into and carry out the terms of this Agreement. And, each natural person executing this Agreement on behalf of a party herein which is an artificial person represents, warrants, and covenants that (a) such natural person is duly authorized to execute and deliver this Agreement on behalf of such artificial person in accordance with authority granted under the organizational documents of such artificial person, and (b) such artificial person is bound under the terms of this Agreement.

20. Counterparts.

This Agreement may be executed in counterparts, which together shall constitute a single agreement.

21. Recitals.


Any recitals above, if any, shall not be interpreted as mere recitals; rather, they shall be incorporated into this Agreement as operative parts thereof.

22. This Agreement does not violate any known federal or state statute, rule, regulation, or common law. However, any provision that is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect. Similarly, should this Agreement not be determined to be a valid interlocal agreement pursuant to RCW 39.34, it shall remain in full force and effect as an agreement between the parties with sufficient consideration.
23. Should any legal proceeding be commenced between or by the Parties concerning or related to this Agreement or the rights and duties of either in relation to this Agreement, the Party prevailing in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such Party's reasonable attorneys' fees, expenses, and costs actually incurred and paid.

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

THURSTON COUNTY SORT

Lindsey R. Pollock, DVM, Chair




Leonard Johnson, Fire Chief
Thurston County Fire Protection District 9
Lead Agency – Thurston County SORT

Scott J. Brummer, Vice Chair

Sean D. Swope, Commissioner

APPROVED AS TO FORM



Karin Phomma, Deputy Prosecuting Attorney

EXHIBIT A

Scope of Work & Rates

SORT will function as a Confined Space Rescue Standby Team (CSRST) for COUNTY while working in identified locations with a confined space where a CSRST is required.

Scope of Work:

COUNTY:

- Remove one rung from each of the access ladders as previously determined to allow for a worker entrant to be removed from the identified confined space.
- Install anchors in locations as pre-determined and assigned by SORT for the identified confined space areas.
- Facilities Management will have the following minimum required positions filled for their confined space entry team, to include, but not limited to: Entrant (Worker), Attendant and a Supervisor.
- Completed all required confined space entry permits, or other requirements as required by law, for the performance of work in the identified locations or confined spaces.
- Perform all required atmospheric monitoring prior to, during and after work.
- Provide and perform all required ventilation for the identified locations or confined spaces as required by permit, conditions or law.
- Provide and perform all required Lock Out / Tag Out and Blank Out / Tag Out procedures with appropriate equipment.
- Provide, perform and implement any other procedures or services as may be required to perform the work in the identified locations or confined spaces that may not have been identified in this agreement.

SORT:

- Provide Confined space rescue standby coverage for confined spaces or work areas that the law requires such standby be provided while Lewis County employees are engaged in work.
- Provide a four (4) person qualified CSRST, with one (1) team leader and three (3) team members.
- Provide rope rescue rigging and setup to provide for confined space rescue of workers in a confined space, as required for rescue standby requirements.
- Install mechanical advantage raising systems, as required, for victim removal from identified confined spaces while workers are performing work in the confined space.
- Perform a functional test of the installed systems prior to workers entering the confined space.
- Perform rescues, as needed or required, of workers working in an identified confined space.
- Provide initial patient care at the Basic Life Support (BLS) level, the CSRST will not be capable of ambulance transport. Local agencies will, through 911, will be called for all patient evaluations and transport.

- CSRST, with the assistance of onsite Public Works employees, will move patients to appropriate locations to meet local agency ambulances for transport of workers to hospitals.

Rates:

SORT Equipment:

Confined Space Rescue / Rapid Extrication Kit	\$925.00 per day
Basic Life Support Kit	\$135.00 per day
Response vehicle	\$1.16 per mile

All rates are based on the Washington State Wage & Equipment Rate Guide - 2025

SORT Personnel:

Confined Space Rescue Team Leader	\$122.00 per hour (estimated)
Confined Space Rescue Team Member	\$98.00 per hour (estimated)

Actual costs for personnel are calculated based on agency Total Cost of Compensation for each member assigned and will be billed at actual costs when SORT invoices COUNTY for services. The above rates are provided for estimating purposes only.