

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF LACEY AND LACEY FIRE DISTRICT #3  
FOR  
CONFINED SPACE RESCUE SERVICES WITHIN THE CITY OF LACEY AND THE  
CITY OF LACEY'S URBAN GROWTH BOUNDARY WHERE CONFINED SPACE  
ENTRY WORK IS PERFORMED**

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Lacey (LACEY) and LACEY FIRE DISTRICT #3 (DISTRICT) agree as follows

**I. Purpose/Objective**

To provide confined space rescue and related services in accordance and compliance with WAC 296-809 (Confined Spaces) in order ensure a safe working environment for both entrants and responders.

**II. Scope of Agreement/Work**

DISTRICT will provide primary response and rescue services, with support from the Thurston County Special Operations Rescue Team (SORT), to confined spaces under LACEY's jurisdiction and responsibility.

LACEY and DISTRICT will regularly communicate and coordinate regarding the joint responsibilities of the Confined Space Rescue Program to include annual training, entry and familiarization activities.

LACEY will notify DISTRICT as soon as is practical of any high risk confined space entries via established communication channels to the on duty shift supervisor (DISTRICT Battalion Chief).

LACEY will notify DISTRICT of any new or significantly modified confined spaces within the jurisdiction

DISTRICT will notify LACEY as soon as is practical of any changes in resources or capabilities related to DISTRICT's ability to fulfill the Purpose of this agreement.

### **III. Payment**

In 2022, LACEY will reimburse the DISTRICT fifty-percent (50%) of the estimated costs, not to exceed \$40,000, for initial training, equipment, and related startup costs. See Appendix A for detailed cost summary.

In 2023 and following until this AGREEMENT is modified or terminated LACEY will pay DISTRICT Annual Drill expenses in the amount of \$19,400 (2023 amount) plus the published June-June Seattle/Bremerton CPI up to 5% for subsequent years.

In 2023 and following until this AGREEMENT is modified or terminated DISTRICT will pay for any equipment upkeep or additions that may be needed to carry out this agreement.

### **IV. Indemnification**

LACEY and DISTRICT each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

### **V. Duration of Agreement**

This Agreement shall be effective for three years from the date of entry. At the end of the initial three year term, this agreement shall automatically be renewed for successive one-year terms unless otherwise terminated in the manner described under the termination section of this Agreement.

### **VI. Termination of Agreement**

This Agreement may be terminated upon sixty (60) days written notice to the other parties in this Agreement.

### **VII. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by LACEY and DISTRICT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

**VIII. Counterparts**

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

**IX. Posting and Recording**

Prior to its entry into force, this Agreement shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

**X. Employment and Relationship**

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for workplace injuries shall remain unchanged by this Interlocal Agreement.

**XI. Notice/Contract Representative**

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

**CITY OF LACEY**

Attn: Public Works Operations Manager  
Re: Confined Space Rescue Services Agreement  
420 College St, Lacey, WA 98503

(360) 491-5600

Lacey Fire District # 3

Attn: Steve Brooks, Fire Chief  
Re: Confined Space Rescue Services Agreement  
Lacey Fire District 3  
1231 Franz St. SE Lacey, WA 98503  
(360) 528-2318

**XII. Records**

*Each party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this interlocal. Any public records request addressed to the group as if this interlocal created a separate legal entity, shall be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.*

**XIII. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

**XIV. Effective Date**

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040 or JANUARY 01, 2022 whichever occurs later.

**LACEY FIRE DISTRICT #3**

DocuSigned by:  
*Steve Brooks*  
55173ED932BB46B...  
Steve Brooks, Fire Chief

Date: 1/11/2022

**CITY OF LACEY**

DocuSigned by:  
*Scott Spence*  
30853B87F4BF42E...  
Scott Spence, City Manager

Date: 1/13/2022

Approved as to form:

DocuSigned by:  
*Skip Houser*  
A83EB2EA22A34FD...  
Skip Houser, District Council

Approved as to form:

DocuSigned by:  
*Dave Schneider*  
E60EBB47FF4C4D1...  
Lacey City Attorney



**Certificate Of Completion**

Envelope Id: B41F64C568264F8D97C6F600D491DDC4	Status: Completed
Subject: Please DocuSign: ILA - City of Lacey and LFD3 for Confined Space Rescue	
Source Envelope:	
Document Pages: 6	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Peri Edmonds
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	420 College Street SE
	Lacey, WA 98597
	pedmonds@ci.lacey.wa.us
	IP Address: 50.232.235.42

**Record Tracking**

Status: Original	Holder: Peri Edmonds	Location: DocuSign
1/10/2022 12:42:40 PM	pedmonds@ci.lacey.wa.us	

**Signer Events**

Steve Brooks  
 sbrooks@laceyfire.com  
 Fire Chief  
 Lacey Fire District 3  
 Security Level: Email, Account Authentication (None)

**Signature**


DocuSigned by:  
  
 55173ED932BB46B...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 65.132.224.98

**Timestamp**

Sent: 1/10/2022 12:49:04 PM  
 Viewed: 1/11/2022 9:29:52 AM  
 Signed: 1/11/2022 9:30:57 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/11/2022 9:29:52 AM  
 ID: da281466-8a13-4cd4-8fae-d5fe87e5995a

Skip Houser  
 skip@buddbaylaw.com  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 A83EB2EA22A34FD...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 173.160.184.217

Sent: 1/11/2022 9:30:59 AM  
 Viewed: 1/11/2022 9:38:04 AM  
 Signed: 1/13/2022 8:52:59 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/11/2022 9:38:04 AM  
 ID: 4ead694a-46a8-4c3b-a0e9-e4169e645379

Dave Schneider  
 Dave@laceylawgroup.com  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 E80EBB47FF4C4D1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 74.94.72.67

Sent: 1/13/2022 8:53:00 AM  
 Viewed: 1/13/2022 10:08:11 AM  
 Signed: 1/13/2022 10:08:46 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/13/2022 10:08:11 AM  
 ID: 247e118f-f76f-44ad-8781-fbcbbd7a4f3b

Scott Spence  
 sspence@ci.lacey.wa.us  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 30853B87F4BF42E...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.232.235.42

Sent: 1/13/2022 10:08:47 AM  
 Viewed: 1/13/2022 1:58:37 PM  
 Signed: 1/13/2022 1:58:53 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/13/2022 1:58:37 PM  
 ID: 7e1ccb52-7aa9-45be-9368-ba8ea07a9112

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Scott Egger Segger@ci.lacey.wa.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/13/2022 1:58:55 PM
Scott Devlin Sdevlin@ci.lacey.wa.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/13/2022 1:58:55 PM
Michele Capestany mcapesta@ci.lacey.wa.us Executive Assistant City of Lacey Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/13/2022 1:58:56 PM
City Clerk contracts@ci.lacey.wa.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/13/2022 1:58:56 PM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	1/10/2022 12:49:04 PM
Certified Delivered	Security Checked	1/13/2022 1:58:37 PM
Signing Complete	Security Checked	1/13/2022 1:58:53 PM
Completed	Security Checked	1/13/2022 1:58:56 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Lacey (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Lacey:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 360-486-8704

To contact us by email send messages to: [pedmonds@ci.lacey.wa.us](mailto:pedmonds@ci.lacey.wa.us)

### **To advise City of Lacey of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [pedmonds@ci.lacey.wa.us](mailto:pedmonds@ci.lacey.wa.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Lacey**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [pedmonds@ci.lacey.wa.us](mailto:pedmonds@ci.lacey.wa.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Lacey**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to pedmonds@ci.lacey.wa.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Lacey as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Lacey during the course of your relationship with City of Lacey.