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INTERLOCAL AGREEMENT
BETWEEN
SOUTH WHATCOM REGIONAL FIRE AUTHORITY
AND
WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8
REGARDING FACILITIES TECHNICIAN

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 1st day of September, 2026, by and between **SOUTH WHATCOM REGIONAL FIRE AUTHORITY** ("**SWRFA**" or "Employing Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8** ("**WCFD 8**" or "Borrowing Agency"). SWRFA and WCFD 8 are referred to collectively as the "Parties" and individually as a "Party."

I. RECITALS

WHEREAS, each of the Parties requires a Facilities Technician to provide skilled and semi-skilled maintenance, repair and upkeep of their respective facilities, grounds, and related systems;

WHEREAS, the Parties desire to share the services of a Facilities Technician in an effort to attract a high quality applicant by offering a full-time position while reducing the costs to each Party by sharing the services of such employee; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 RCW, to enter into Interlocal Agreements which allow the Parties to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

II. TERMS AND CONDITIONS

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

1. **PURPOSE.** The purpose of this Agreement is to establish a contractual arrangement under which (i) SWRFA will hire and employ a Facilities Maintenance Technician ("Facilities Technician") on a part-time basis, (ii) SWRFA will assign employee to WCFD 8 for maintenance services, and (iii) for WCFD 8 to compensate SWRFA for the services provided by the Facilities Technician.

2. **EMPLOYER.** SWRFA shall be solely responsible for recruiting, hiring, compensating, disciplining and/or discharging such Facilities Technician.

3. **SERVICES.** The Facilities Technician will be assigned to work at WCFD 8 for a portion of Employee's working hours and will provide the same type of services as set forth in the Job Description for SWRFA.

4. **HOURS OF WORK.** The Facilities Technician will work a schedule agreed upon by SWRFA, with service normally provided within the hours of Monday – Friday, 7 a.m. – 6 p.m., excluding holidays. The Facilities Technician may be requested to work outside regular service hours for emergency circumstances, as authorized by SWRFA.

4.1 The Facilities Technician shall not have scheduled hours for conducting work at each of the respective Parties' sites. Instead, the Parties will assign work to the Facilities Technician based on their individual needs. The Fire Chiefs, or designee, of the Parties agree to collaborate as needed for purposes of scheduling the Facilities Technician to each of the Party's sites and addressing work order requests.

5. **REIMBURSEMENT.** Unless otherwise agreed by the Parties, WCFD 8 shall reimburse SWRFA for thirty-six percent (36%) of the total hourly cost of compensation ("TCC") for the Facilities Technician. This percentage is intended to reflect the relative proportion of space each Party has in relation to the total space to be serviced by the Facilities Technician.

5.1 **Total Cost of Compensation.** TCC includes, without limitation, wages, benefits, and all applicable payroll taxes as identified in Section 5 of this Agreement. SWRFA shall provide WCFD 8 with the TCC for the Facilities Technician upon mutual execution of this Agreement and at any time that the Facilities Technician's compensation or benefits are adjusted.

5.2 **Invoicing.** SWRFA shall invoice WCFD 8 on a quarterly basis for WCFD 8's share of the TCC of the Facilities Technician.

5.3 **Equitable Adjustments.** The Fire Chiefs of the Parties shall meet quarterly to ensure that the division of labor provided by the Facilities Technician to each Party is fair and equitable and in accordance with the compensation sharing arrangement identified in this Section 6. Should the Fire Chiefs determine that an inequitable division of labor exists for the Facilities Technician during the three (3)-month period under review ("Review Period"), then the Party that disproportionately utilized the Facilities Technician for the Review Period shall be assigned a larger percentage of that Facilities Technician's TCC for the Review Period. The Fire Chiefs shall agree upon the adjustment to be made for that Review Period.

5.4 **Payment Due.** Payment by WCFD 8 shall be due within thirty (45) days of the invoice date.

6. **TERM.** This Agreement shall be effective upon mutual execution of the Parties, and shall continue in full force and effect until December 31, 2027. This Agreement may be extended for subsequent one (1) year terms by mutual agreement of the Parties.

7. **DEFENSE AND INDEMNIFICATION.** To the extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, its officials, employees, agents, successors, designees, and assigns, from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, costs, expenses, including attorneys' fees, arising out of or in connection with the services performed by the Facilities Technician under this Agreement; provided, however, that this defense and indemnification shall not apply to any claims or causes of action to the extent that the damages were caused by the negligent or wrongful conduct of the indemnified Party. In the event of joint liability, this defense and indemnification shall only apply to the percentage fault of the indemnifying Party.

8. **NOTICES.** All notices, demands, requests, consents, and approvals which may, or are required to be given by any Party to any other Party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

SWRFA: South Whatcom Regional Fire Authority
Attn: Fire Chief
2050 Lake Whatcom Blvd
Bellingham, WA 98229

WCFD 8: Whatcom County Fire District No. 8
Attn: Fire Chief
1800 Broadway
Bellingham, WA 98225

or to such other addresses as any Party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

9. **RECORDING.** A copy of this Agreement shall be filed with the Whatcom County Auditor or posted on the website of any Party prior to its effective date.

10. **INDEPENDENT MUNICIPAL GOVERNMENTS.** The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties.

11. **NEUTRAL AUTHORSHIP.** Each Party represents and warrants that it has retained legal counsel to assist them in the preparation of this Agreement and the exhibits attached hereto. Each of the provisions of this Agreement and the exhibits attached hereto have been reviewed and negotiated, and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

12. **DISPUTE RESOLUTION.** The Parties will first submit any dispute to mediation as a condition precedent to litigation. Jurisdiction and venue for this Agreement shall lie exclusively in the Superior Court of Whatcom County, Washington. Each Party expressly waives the right to a trial by jury.

13. **NO WAIVER.** No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. Either Party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of the other Party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never

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been contained herein.

15. **SURVIVABILITY.** All covenants, promises, provisions, and performances of this Agreement which are not fully performed as of the date of termination shall survive termination of this Agreement as binding obligations.

16. **ENTIRE AGREEMENT.** The entire agreement between the Parties is contained in this Agreement, and this Agreement supersedes all of the Parties' previous understandings and agreements, written or oral, with respect to this transaction. This Agreement may only be amended by a written modification signed by all Parties.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Any Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to any other Party that requests such original counterpart.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the dates set forth below.

SOUTH WHATCOM REGIONAL FIRE AUTHORITY

By: Mitch Nolze
Its: Fire Chief
Date: 8/25/2026

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8

By: Bill Hewett
Its: Fire Chief
Date: 8/25/2026

EXHIBIT A
JOB DESCRIPTION

Facilities Maintenance Technician

Effective Date:	5/15/2026
Revised Date:	
Issuing Authority: Board of Fire Commissioners	

1408.1 GENERAL

The Facilities Maintenance Technician coordinates and performs skilled and semi-skilled maintenance, repair, and upkeep of South Whatcom Fire Authority, and partner agencies', facilities, grounds, and related systems. This full-time, FLSA non-exempt position is eligible for the Washington State Public Employees Retirement System (PERS) and is essential to the safety and operational readiness of fire department facilities.

1408.2 SUPERVISION RECEIVED

The Facilities Maintenance Technician reports directly to the South Whatcom Fire Authority Assistant Chief of Support Services, or the Fire Chief in their absence. They must also coordinate with designated points of contact at partner agencies, but shall take final direction from South Whatcom Fire Authority. They must be able to work independently, as well as part of a team, for multiple partner agencies.

1408.3 SUPERVISION EXERCISED

The Facilities Maintenance Technician does not directly supervise any personnel.

1408.4 ESSENTIAL DUTIES AND RESPONSIBILITIES

(a) Perform timely and cost-effective maintenance and repairs to Fire Authority facilities, grounds, and equipment.

(b) Conduct scheduled preventative maintenance and inspections on buildings, mechanical systems, and grounds.

(c) Perform plumbing, electrical, carpentry, painting, and equipment repairs.

(d) Maintain and repair doors, windows, lighting, HVAC, and other building systems.

(e) Order and maintain inventory of parts, supplies, and equipment.

(f) Maintain accurate records of work performed for monthly and annual reporting.

(g) Compile and submit maintenance activity reports to the Assistant Fire Chief of Support Services.

(h) Coordinate with vendors and contractors for specialized repairs or projects outside of an approved scope of work.

(i) Ensure work areas are safe and clean; adhere to safety protocols and regulations.

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(j) Respond in a reasonable time to emergency maintenance requests and facility-related incidents.

(k) Perform other related duties as assigned by the Fire Chief, or designee.

1408.5 MINIMUM QUALIFICATIONS

(a) High school diploma or GED required. Additional specialized training in facility maintenance, minor plumbing, electrical, carpentry, or related trades preferred.

(b) Minimum two (2) years of experience in building, grounds, or facilities maintenance; carpentry; handyperson work, or any combination thereof. Fire department or public sector agency experience preferred.

(c) Any combination of education and experience that provides the required knowledge, skills, and abilities.

1408.6 KNOWLEDGE, ABILITY, AND SKILLS

(a) Knowledge of modern facilities and grounds maintenance procedures, techniques, and equipment.

(b) Familiarity with applicable laws, codes, and fire district policies.

(c) Ability to perform maintenance and repair tasks requiring good physical condition.

(d) Ability to exercise sound judgment and make appropriate decisions.

(e) Ability to establish and maintain effective working relationships with staff, volunteers, and the public.

(f) Ability to read and interpret manuals, specifications, and instructions.

(g) Skill in operating tools, equipment, and vehicles relevant to facilities maintenance.

(h) Knowledge of hazards and safety precautions associated with maintenance trades.

1408.7 SPECIAL REQUIREMENTS

(a) Must be at least 21 years of age at time of hire.

(b) Must possess or obtain a valid Washington State driver's license with no record of suspension or revocation in any state.

(c) Must pass a Washington State Patrol background check; no felony convictions or disqualifying criminal history.

(d) Must be able to speak, read, and write English and communicate effectively.

(e) Must be eligible for Washington State PERS pension program.

(f) Must possess or obtain CPR/AED and First Aid certifications.

(g) Must be willing to travel to attend training and industry-specific conferences, when directed.

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(h) Must be able to operate and drive non-commercial vehicles safely while meeting driving standards established by the Fire Authority.

(i) Reasonable accommodations may be granted to individuals with disabilities that are able to perform essential functions of the position.

1408.8 PHYSICAL REQUIREMENTS

(a) Frequently required to walk, stand, use hands and fingers, reach, and operate tools.

(b) Occasionally required to sit, climb, balance, stoop, kneel, crouch, or crawl.

(c) Must be able to speak, hear, see, and smell.

(d) Must be able to perform maintenance tasks from various positions, including confined spaces.

(e) Must be able to lift and/or move up to 10 pounds frequently and up to 100 pounds occasionally.

(f) Specific vision abilities required include close vision, depth perception, and ability to adjust focus (corrected vision permitted).

1408.9 WORK ENVIRONMENT

(a) Work is performed in fire stations, maintenance facilities, offices, vehicles, and/or outdoor settings in all weather conditions, including temperature extremes.

(b) Noise levels may be loud during repairs and when operating equipment.

(c) Exposure to dust, chemicals, hazardous materials, confined spaces (non-regulated), and moving mechanical parts.

(d) Duties and responsibilities may vary; omission of specific statements does not exclude them if the work is similar or related.

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