INTERLOCAL AGREEMENT

This Agreement is entered into between NORTH KITSAP FIRE & RESCUE, "NKF&R" and BAINBRIDGE ISLAND FIRE, "BIFD", municipal corporations of the State of Washington.

RECITALS

1. This Agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.

2. The Districts each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective areas.

3. NKF&R has the ability to provide facilities maintenance services to BIFD.

4. BIFD requires facilities maintenance services.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Services.** NKF&R shall provide facilities maintenance services to BIFD pursuant to a schedule jointly established by the Chiefs of each District. Fifty percent (50%) of all hours of the Facilities Supervisor and the Facilities Technician will be dedicated to BIFD projects. NKFR shall provide quarterly reporting of the Facilities Supervisor's hours with each quarterly invoice for compensation.

2. **Compensation.** BIFD will pay NKF&R 50% of Facilities Supervisor and Facilities Technician compensation for services provided.

    2.1. BIFD agrees to pay NKF&R for 50% of the fuel and maintenance costs during the term of this agreement for the Facilities Supervisor's and Facility Technician's vehicle owned and operated by NKF&R. A report showing fuel and maintenance costs for the year shall be submitted annually to BIFD, or upon termination of this agreement, whichever is first. Any disputes concerning fuel and maintenance costs shall be resolved prior to payment.

3. **Equipment and Tool Fund.** Both Districts will share equally in the cost of tools and equipment agreed to as necessary for use by the Facilities Supervisor. NKF&R will account for the cost of the tools and equipment during the term of this agreement and invoice BIFD for its share. Any tool or piece of equipment that either District purchases for its own use will be the sole property of that District.

    Each party upon termination of its participation in this Agreement shall be entitled to its pro rata share of the Equipment and Tool Fund and any equipment and tools purchased with the joint funds.

4. **Property Ownership.** Except as provided in Paragraph 3, all property acquired by any party to enable it to perform the services required under this agreement, shall remain the property of the party that acquired the property in the event of a termination of this.

5. **Term.** This agreement shall be effective from January 1, 2026 to June1, 2026, unless both Districts mutually agree to extend or terminate the agreement at any time during the term.

6. **Indemnification.** Each party shall indemnify and hold the other party and the other party's agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other party arising out of, in connection with the party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of both parties, and/or their agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of each party; and provided further, that nothing herein shall require one party to hold harmless or defend the other party, its agents, employees and/or officers from any claims arising from the sole negligence of the other party, its agents, employees, and/or officers. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

7. **Insurance.** NKF&R shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by NKF&R, its agents, representatives, employees, subconsultants or subcontractors.

8. **Miscellaneous**

8.1. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

8.2. **Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the Fire Chiefs of the respective Parties.

8.3. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

8.4. **Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on any of the parties' websites in accordance with RCW 39.34.040.

8.5. **Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

8.6. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by

and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Kitsap County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

8.7. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

8.8. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.

8.9. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.

8.10. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

8.11. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in the Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.12. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Bainbridge Island Fire Department

Jared Moravec
Fire Chief

DATE: 01/07/2026

NOTICES TO BE SENT TO:

8895 Madison Ave NE
Bainbridge Island, WA 98110

North Kitsap Fire & Rescue

Rick LaGrandeur
Fire Chief

Rick LaGrandeur
Rick LaGrandeur (Jan 6, 2026 16:12:36 PST)

DATE: 01/06/2026

NOTICES TO BE SENT TO:

26642 Miller Bay Rd
Kingston, WA 98346

2026 NKFR BIFD Shared Maint ILA

Final Audit Report 2026-01-08

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