

INTERLOCAL AGREEMENT FOR FIRE CHIEF ADMINISTRATION AND MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between JEFFERSON COUNTY FIRE DISTRICT NO. 1 dba East Jefferson Fire Rescue, a Washington Junior Taxing District (EJFR) and KITSAP COUNTY FIRE DISTRICT NO. 10 dba North Kitsap Fire & Rescue, a Washington Junior Taxing District, (NKFR).

WHEREAS, EJFR and NKFR want to improve the efficiency and effectiveness of their fire suppression and protection services and emergency medical response services through inter-agency cooperation; and,

WHEREAS, EJFR and NKFR have determined that the entities may, from time to time, enter into supplemental agreements with each other for the purpose of establishing partnerships; and,

WHEREAS, EJFR and NKFR are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into an inter-local cooperation agreement which allows EJFR and NKFR to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

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

Section 1. Definitions

1.1 Definitions. The following definitions shall apply throughout this Agreement.

1. EJFR: This term connotes Jefferson County Fire District #1.
2. EJFR Personnel: Employees of Jefferson County Fire District #1 working within the Fire District.
3. NKFR: This term connotes North Kitsap Fire & Rescue.
4. NKFR Personnel: Employees of North Kitsap Fire & Rescue working within the Fire District.
5. Fire Chief: The Fire Chief of North Kitsap Fire & Rescue.

Section 2. Services Provided

2.1 Services provided by NKFR. NKFR agrees to provide administrative and management services to EJFR by utilizing the Fire Chief via a contractual basis to provide those services that are reasonably necessary to assist EJFR with administrative functions including budget development, financial administration and personnel management.

2.1.1 The Fire Chief shall provide those services necessary to direct, control and support EJFR operations including, but not limited to, fire suppression, fire protection and prevention,

hazardous material response, rescue response, and support emergency medical services via means as determined by the Fire Chief.

2.1.2 The Fire Chief, while remaining an employee of NKFR, shall be designated as the EJFR Fire Chief for purposes of statutes.

2.1.3 EJFR shall be responsible for and shall continue to provide accounting, payroll and human resources support for EJFR.

Section 3. Employment

3.1 Fire Chief Position Cost Sharing. During the term of this agreement, EJFR will provide compensation to NKFR for the Fire Chief position at the rate of \$97.60 per hour and any related mileage at \$0.575 per mile as established per the Office of Financial Management (OFM).

3.2 Invoicing and Payment. NKFR shall invoice EJFR for payment of such services on a monthly basis in accordance with subsection 3.1 of this Agreement.

3.3 Supervision and Assignment. EJFR Personnel shall be supervised and be under the direction and control of the Fire Chief in the performance of their duties.

3.4 Indemnification Regarding EJFR Personnel Claims. EJFR shall indemnify, defend and hold NKFR harmless from any and all demands, claims or actions by EJFR Personnel, which arise out of, or relate to, events that occurred prior to the effective date of this Agreement.

3.5 Authority and Responsibility of the Fire Chief. Subject to the terms of this Agreement, the Fire Chief shall have management authority over EJFR, including but not limited to the following:

- a.) Day to day operations
- b.) Employee responsibilities
- c.) Staffing
- d.) Station apparatus assignment
- e.) Allocation of resources
- f.) Personnel management including discipline in accordance with EJFR policy, procedure, collective bargaining agreements, and/or rules and regulations.
- g.) Implementation of the EJFR fire budget with expenditure authority consistent with EJFR policy and procedure.
- h.) Implementation of policies and procedures.

i.) All other duties and responsibilities heretofore falling within the job description or job requirements of the EJFR Fire Chief.

Section 4. Reporting and Representation

4.1 Oversight. EJFR and NKFR shall consult with each other at regular intervals with respect to the provision of Services under the terms and conditions of this Agreement. The elected officials of EJFR and NKFR shall meet at least every 90 days to review this agreement and discuss any necessary amendments to this Agreement.

4.2 Reporting. The Fire Chief shall report to the EJFR Board Chair or designee with respect to the operations of EJFR. The Board Chair or designee and Fire Chief will develop regular reporting procedures. The Fire Chief or designee will provide periodic reports to the Board and at other meetings as deemed necessary by the EJFR Board Chair or designee.

4.3 Personnel Action. In the event the Fire Chief proposes to take a personnel action, respond to a grievance, or obligate EJFR funds for a purpose not anticipated in the EJFR budget, Board Chair written approval must be received prior to taking such action.

Section 5. Assessment of Proceeding to Expanded Consolidation Opportunities

5.1 Assessment. It is the intent of the parties to assess the effectiveness of this Agreement to determine the viability of future collaboration and consolidation between the parties. The viability of future consolidation opportunities will be measured by value-added service delivery, community acceptance, efficiency and cost effectiveness.

Section 6. Term of the Agreement

6.1 Term. This Agreement shall be effective on July 16, 2020 and shall continue in effect until December 31, 2020 unless terminated earlier as provided herein or extended by mutual agreement of the parties.

6.2 Termination. This Agreement may be terminated by either party with 30 days written notification.

Section 7. EJFR and NKFR Are Independent Junior Taxing Districts

7.1 Independent Junior Taxing Districts. The parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party.

Section 8. Insurance

8.1 Hold Harmless Regarding Employment Claims. Each party agrees to hold harmless the other Party, its officers, officials, employees and volunteers from any and all claims, lawsuits, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out

of personnel or employment claims and/or related lawsuits brought by such party's employees which arise out of, or relate to, events that occurred after the effective date of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

8.2 Indemnification. Except as to claims and lawsuits described in section 9.2, claims arising as a result of the breach of this Agreement by EJFR, and claims arising as a result of events beyond the control of NKFR of a force majeure nature, which shall include, without limitation, acts of God, strikes, lockouts, acts of public enemies, order or restraints of the United States of America, the State of Washington, or their respective departments, agencies or officials, insurrections, riots, volcanic eruptions, earthquakes, storms, droughts, floods, explosions or acts or occurrences of a similar nature that is beyond the control of NKFR, NKFR shall hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal claims, lawsuits, cost of defense and litigation including reasonable attorney fees and expert witness fees, losses and judgments arising out of any claims, liability events or occurrences related to the performance or failure to perform the fire defense services and/or emergency medical response services contemplated by the parties in this agreement if such liability occurrence, event or omission occurs after the effective date of this agreement. The hold harmless, indemnification and defense obligations and provisions of this section of the agreement shall survive the expiration or termination of this agreement as to any liability event, occurrence or omission which occurred in whole or in part during the period of time this agreement was in force.

Section 9. Miscellaneous

9.1 Arbitration. 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 parties agree to participate in a formal mediation process prior to pursuing any legal action. In the event that the dispute is not resolved through a formal mediation process, resolving that dispute, difference, or claim shall be by filing suit exclusively under the venue, rules, and jurisdiction of the Jefferson County Superior Court, 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.

9.2 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 facsimile, sent by a nationally recognized overnight delivery service, emailed to addresses specified below with a requested read receipt or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

East Jefferson Fire Rescue:

Board Chair, richstapf@ejfr.org and Vice Chair, djohnson@ejfr.org

East Jefferson Fire Rescue
Attention: Board Chair
24 Seton Rd
Port Townsend WA 98368

North Kitsap Fire & Rescue:

Dan Smith, Fire Chief smith@nkfr.org and Katie Patti, Director of Administrative Services
patti@nkfr.org

North Kitsap Fire & Rescue
Attention: Katie Patti, Director of Admin Svcs.
26642 Miller Bay Road NE
Kingston WA 98346

Or to such other address as the foregoing parties 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. Facsimile transmission of any signed original document and retransmission of any signed facsimile or email transmission shall be the same as delivery of an original document. Digital signatures

9.3 No Benefit to Third Parties. This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

9.4 Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

9.5 Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

Dated this 16th day of July 2020.

EAST JEFFERSON FIRE RESCUE

By: ^{DocuSigned by:} David Johnson
EDEF89FC395784E7...
Commissioner

By: ^{DocuSigned by:} Dh Sealbrook
932A7340BE1349D...
Commissioner

Attest: ^{DocuSigned by:} Jenna Knudsen - Orr
16467E502293447...
District Secretary

NORTH KITSAP FIRE & RESCUE

By: ^{DocuSigned by:} Patrick Pearson
...DB477...
Commissioner

By: ^{DocuSigned by:} [Signature]
...E84B2...
Commissioner

By: ^{DocuSigned by:} Wilson Stewart
...D480...
Commissioner

By: ^{DocuSigned by:} John Huntington
...1F4DE...
Commissioner

By: ^{DocuSigned by:} Stephen Neupert
...A46C...
Commissioner

Attest: ^{DocuSigned by:} Katie Patti
...9140B...
District Secretary