

INTERLOCAL AGREEMENT FOR PUBLIC INFORMATION OFFICER & MARKETING 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, in 2022 EJFR shall commemorate the 150-year anniversary of the fire service in Jefferson County; and,

WHEREAS, EJFR is undergoing an independent analysis of our services, capabilities and performance as required under WAC TITLE 52; and,

WHEREAS, in pursuit of the independent analysis EJFR is undergoing the Standards of Cover (SOC) and Strategic Plan (SP) process, which is anticipated to conclude in the late spring of 2022; and,

WHEREAS, EJFR lacks the dedicated personnel to set messaging and public relations strategies and oversee efforts related to both the 150-year commemoration and SOC/SP, 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. PIO: The Public Information Officer of North Kitsap Fire & Rescue.

Section 2. Services Provided

2.1 Services provided by NKFR. NKFR agrees to provide related services to EJFR by utilizing the PIO via a contractual basis to provide those services that are reasonably necessary to assist EJFR with establishing public relations/messaging strategies, guidance and some basic related services.

2.1.1 The PIO shall provide those services necessary to direct and support EJFR's public relations, messaging, social media efforts a related to the 150th Anniversary and SOC/SP.

Section 3. Employment

3.1 PIO Cost Sharing. During the term of this agreement, EJFR will provide compensation to NKFR for the PIO position at the rate of \$68.99 per hour and any related mileage at the rate established per the Office of Financial Management (OFM). The PIO hourly rate shall be adjusted should the PIO's hourly rate change per employee contract.

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. The NKFR PIO is assigned to participate as a member of the EJFR 150th ad-hoc committee, but will ultimately report the EJFR Fire Chief for assignments and direction as related to this agreement. A majority of the PIO duties can be performed remotely. Normal workload is anticipated to be less than 10 hours per month, not to exceed 20 hours per month without mutual agreement.

3.4 Indemnification Regarding EJFR Personnel Claims. EJFR shall indemnify, defend and hold NKFR harmless from any and all demands, claims or actions as related to the duties of the PIO, effective date of this Agreement.

Section 4. Term of the Agreement

4.1 Term. This Agreement shall be effective upon signature of both NKFR and EJFR and shall continue in effect until October 31, 2022 unless terminated earlier as provided herein or extended by mutual agreement of the parties. Previously provided services rendered by the NKFR PIO dating back to December 1, 2021 will also be included in the agreement, following Section 3.

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

Section 5. EJFR and NKFR Are Independent Junior Taxing Districts

5.1 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 6. Insurance

6.1 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.

6.2 Indemnification. Except as to claims and lawsuits described in section 7.2, 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 7. Miscellaneous

7.1 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.

7.2 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:

Fire Chief bblack@ejfr.org

East Jefferson Fire Rescue
Attention: Fire Chief
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, utilizing DocuSign shall be accepted as original signatures.

Section 8 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.

Section 9 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.

Section 10 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.

Signed:

Dan Smith

Dan Smith
North Kitsap Fire Rescue

Date: 12/17/2021

Bret Black

Bret Black
East Jefferson Fire Rescue

Date: 12/17/2021