

KC-254-24
INTERLOCAL AGREEMENT FOR
MUTUAL AID TEMS SERVICES

THIS INTERLOCAL AGREEMENT FOR MUTUAL AID TEMS SERVICES ("Agreement") is between the Bainbridge Island Fire Department, the City of Bremerton, on behalf of the Bremerton Fire Department; the Poulsbo Fire Department; North Kitsap Fire and Rescue; Central Kitsap Fire and Rescue; South Kitsap Fire and Rescue, (collectively "Fire Agencies") and Kitsap County, on behalf of the Kitsap County Sheriff's Office ("KCSO"), all shall be collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, allows public agencies to enter into agreements for joint and cooperative action more efficiently within their jurisdictions.

WHEREAS, the Fire Agencies and KCSO each have unique expertise which are beneficial to the public and each other in the event of a Law Enforcement Critical Incident.

WHEREAS, this Agreement will improve the life safety of the public and emergency responders during high threat incidents that may involve multiple casualties through the coordination of law enforcement activities, provided by the Kitsap County Sheriff's Office, and emergency medical services, provided by Fire Agencies, operating under the Incident Management System.

WHEREAS, the Parties desire to execute this Agreement to multiply and combine their personnel, equipment, expertise and other resources when responding to emergencies, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises and covenants, the parties agree as follows:

1. **DEFINITIONS.** The following definitions shall apply unless otherwise provided in the Agreement.
 - A. Fire Chiefs means the Chiefs of the Bainbridge Island Fire Department, the City of Bremerton Fire Department, the Poulsbo Fire Department, North Kitsap Fire and Rescue, Central Kitsap Fire and Rescue, and South Kitsap Fire and Rescue.
 - B. KCSO means the Kitsap County Sheriff's Office.
 - C. KCT Joint Operations Board or 'Board' consists of the Kitsap County Operations Chiefs, a Division of the Kitsap County Fire Chiefs Association, and the Sheriff.
 - D. KCT Providers means medically trained staff assigned by a Fire Agency to participate in TEMS activities within the Fire Agency service areas subject to the terms and conditions of this Agreement. KCT Providers shall not be armed during any TEMS activity and shall not operate in any law enforcement capacity.
 - E. Kitsap 911 (formerly known as "CENCOM") is the agency that provides public safety emergency communication services for Kitsap County.
 - F. Law Enforcement Critical Incidents means those involving high threat dynamic incidents such as: "active shooter"; explosions in public forums/events; random or intentional killing of

multiple civilians in public and private assemblies; warrant service; SWAT activations; fugitive tracking; and similar acutely violent circumstances.

- G. Lead Fire Agency means the Fire Agency selected by the Kitsap County Fire Chiefs Association.
 - H. Sheriff means the Kitsap County Sheriff or designee.
 - I. SWAT means Special Weapons and Tactics Team.
 - J. SWAT Chief means the KCSO Division Chief responsible for SWAT or designee.
 - K. SWAT Commander means the SWAT commander that provides the tactical command on scene. The SWAT Commander will take over tactical command from the officer in charge.
 - L. TEMS means Tactical Emergency Medical Support team which has a Fire Agency Component and law enforcement agency component. Each component is responsible for its own training (initial and ongoing), materials, service, equipment, actions, and policy as they relate to the delivery of emergency medical support or law enforcement services to be provided.
 - M. TEMS Standards means the Tactical Response and Operation Standards for law enforcement agencies adopted by the National Tactical Officers Association, as amended.
2. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the parties to collaborate and combine their personnel, equipment, expertise and technical resources to provide a rapid response by SWAT and KCT Pro Providers to Law Enforcement Critical Incidents within Kitsap County; identify persons responsible for administering the services; and define the responsibilities of the Parties as contemplated in RCW 39.34.030.
3. **ORGANIZATION.** No separate legal or administrative entity is created by this Agreement nor do the parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
4. **ADMINISTRATOR.** The Kitsap County Sheriff, and the Fire Chiefs of each Fire Agency will administer this Agreement for each Party and will meet as needed for the purpose of reviewing this agreement and the recommendations of the Board for adoption. Neither Party is intending to assume responsibility or liability for the actions, or failures to act, of another Party and/or their respective employees.
5. **BOARD DUTIES.** The Board shall elect a chairperson who shall be responsible for maintaining records and scheduling meeting(s) which shall occur at least annually. Meeting minutes shall be submitted to the Sheriff and Kitsap County Fire Chiefs Association. The Board will have no authority to alter this agreement or implement policies, but will be responsible for proposing recommendations to the Kitsap County Sheriff and the Kitsap County Fire Chiefs' Association on the following subjects:
- A. Meeting as needed to implement and comply with the terms of this Agreement.
 - B. Creating operational policies as needed to carry out the terms of this Agreement.
 - C. Selecting, by majority vote, the Fire Agency that shall serve as the Lead Fire Agency.
 - D. Developing and updating the KCT Provider Job Description.
 - E. Developing policies and procedures consistent with the mission and goals of this Agreement.

F. Establishing (and disbanding) committees, as it deems appropriate, and provide any other guidance to the Parties as reasonably required to implement and comply with the terms of this Agreement.

G. Other duties and responsibilities deemed appropriate by the Board.

6. **EFFECTIVE DATE/DURATION.** This Agreement shall be effective from the date first executed by two parties and shall remain in effect unless terminated or extended. Should fewer than all named Parties execute this Agreement, the Agreement when filed as provided herein will be effective as between the County and the Parties that have executed the Agreement to the same extent as if no other Party had been named.

7. **FILING.** Prior to entry into force, this Agreement will be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source in compliance with RCW 39.34.040.

8. **ADDITIONAL PARTIES.** Additional governmental entities may to be added as a party to this Agreement in the future, with the approval of the Sheriff and the Kitsap County Fire Chiefs Association, by executing an amendment this Agreement executed by the party requesting to begin participation and all current Parties to this Agreement. The Amendment must be filed with the Kitsap County Auditor's Office in compliance with RCW 39.34.040.

9. **TERMINATION.** Any Party may terminate their participation in this Agreement with 60- days prior notice to the other Parties. Termination by one Party does not terminate the Agreement as to the remaining Parties. A terminated Party assumes no responsibility for the acts or omissions occurring after the termination effective date but will remain liable for acts or omissions occurring prior to the termination effective date.

10. **PROPERTY**

A. The parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party during this Agreement shall be held by and remain the property of the acquiring Party.

B. All durable and consumable goods purchased and provided by a Fire Agency shall be returned to the Fire Agency if the KCT Provider leaves the team or the Fire Agency terminates involvement with this Agreement.

11. **COMPENSATION.** No Party shall seek or be entitled to compensation for services rendered under this Agreement from any other Party to this Agreement. Nothing shall prohibit a Fire Agency from obtaining reimbursement from a third-party as provided in 44 CFR Part 151 (REIMBURSEMENT FOR COSTS OF FIREFIGHTING ON FEDERAL PROPERTY) or from other agencies not a party to this Agreement.

12. **INSURANCE.** Each Party shall maintain in good standing during the term of this Agreement adequate general liability insurance to protect against losses and risks arising out of or related to the Services provided under this Agreement in such amounts as are prudent and customary for the jurisdiction.

13. **INDEMNIFICATION**

A. To the extent of its comparative liability, each Party agrees to indemnify, defend, and hold harmless the other Party, and the other Party's elected and appointed officials, employees, agents, and volunteers (and their marital communities) from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys fees, and

alternative dispute resolution costs, for violation of any law applicable to a Party, any violation of those policies and procedures adopted by the Parties to accomplish the purposes of this Agreement, any personal injury, or any bodily injury, sick disease, or death, and for any damage to or destruction of any property (including the loss of uses therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents, or volunteers (and their marital communities).

B. Participation in Defense, No Waiver. A Party reserves the right, but shall have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the Party's indemnity obligations under this Agreement.

C. Survival of Indemnity Obligations. All indemnity obligations shall survive the completion, expiration or termination of this Agreement.

14. INDEPENDENT CAPACITY

A. Each Party and its respective employees or agents will act as an independent contractor and continue to be the employees or agents of that Party, which will be solely and exclusively responsible for their employees and agents. Employees and agents of one party will not be considered for any purpose whatsoever under this Agreement to be employees or agents of another Party to this Agreement. No Party will have the authority to bind another Party, absent a written agreement of the parties, nor the authority to control the employees, agents, or contractors of another Party to this Agreement. All rights, duties and obligations of the employer will remain with the employing Party. Each Party agrees to indemnify, defend, and hold harmless the other Parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.

B. Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.

C. Personnel assigned as TEMS members shall conform to rules and procedures of their employing agency, as well as Kitsap County SWAT policies and procedures. It is the responsibility of the TEMS participants to inform the SWAT Chief of any policy conflicts. All disciplinary matters shall be the responsibility of the TEMS member's employer.

D. Fire Agencies may, in their discretion, refuse to commit and/or recall personnel, equipment, or both, to a position and/or task as deemed appropriate by Fire Agency's command.

15. NOTICE. All notices will be delivered in writing to the Fire Chiefs or Sheriff. Notice mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

16. NONDISCRIMINATION. No Party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

17. GOVERNING LAW, VENUE, FEES. The Agreement will be governed in all respects by the laws

of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050. Should any Party bring any legal action, each Party in such action shall bear the cost of its own attorney's fees and court costs.

18. **COMPLIANCE WITH LAWS.** The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the Services provided and matters covered in the Agreement, including but not limited to applicable regulations of the Washington Department of Labor and Industries, including WA-DOSH Safety Regulations, bargaining agreements, and all relevant state and federal workplace safety requirements and.
19. **DISPUTE RESOLUTION.** In the event of a dispute between the Parties regarding the terms and condition, or performance, of this Agreement, the Parties shall use their best efforts to resolve those difference on an informal basis.
20. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.
21. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
22. **PRESS AND RELEASE OF INFORMATION.** Press releases and/or the release of information to the media will be made by the agency that has the jurisdiction where the event occurred in accordance with the releasing agency's established media release policy. No press releases will be made by another agency regarding the incident without the prior approval of the agency(s) having jurisdiction, and the Kitsap County Fire Chiefs' Association. No Party will release the Teru:n tactics, intelligence or other information, the nondisclosure of which is essential to effective law enforcement. RCW 42.56.240.
23. **PUBLIC RECORDS ACT.** Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended), each Party agrees to maintain all records constituting public records and to produce or assist the other Party in producing such records, within the time frames and parameters set forth in state law.
24. **SEVERABILITY.** The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other terms or conditions of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
25. **SURVIVAL.** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, the respective responsibilities of each Party, compensation, and indemnification.
26. **HEADINGS.** Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
27. **ENTIRE AGREEMENT.** This Agreement contains all terms and conditions agreed upon by the Parties, except necessary operational agreements, and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall

- be deemed to exist or to bind the Parties.
- 28. **AMENDMENT.** This Agreement may be amended from time to time as deemed appropriate by the parties, provided, any such amendment will not become effective unless written and signed by all parties to this Agreement with the same formality as this Agreement.
- 29. **DISCLAIMER.** Nothing in this Agreement will be construed in any manner that would limit a Party's authority or powers under law.
- 30. **NO THIRD-PARTY RIGHTS.** This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third-party. Nothing in this Agreement will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity including, without limitation, the public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
- 31. **ASSIGNMENT.** The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by any Party.
- 32. **NO WAIVER.** A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
- 33. **COUNTERPARTS, ELECTRONIC SIGNATURE.** The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 34. **AUTHORIZATION.** Any authorizations, actions required or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the Party. Each Party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign.

KITSAP COUNTY SHERIFF'S OFFICE

DATED or ADOPTED this 8 day of April, 2024.



JOHN GESE, Sheriff

DATED or ADOPTED this 22 day of April, 2024.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



KATHERINE T. WALTERS, Chair



CHRISTINE ROLFES, Commissioner



CHARLOTTE GARRIDO, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board

BAINBRIDGE ISLAND FIRE DEPARTMENT

DATED or ADOPTED this 9th day of May, 2024.



JARED MORAVEC, Fire Chief

DATED or ADOPTED this 9th day of May, 2024.

BAINBRIDGE ISLAND FIRE DEPARTMENT BOARD OF COMMISSIONERS




SCOTT ISENMAN, Commissioner

BRUCE ALWARD, Commissioner



ANDREA CHYMIY, Commissioner



FRITZ VON IBSCH, Commissioner



TIM CAREY, Commissioner

ATTEST:



BREMERTON FIRE DEPARTMENT

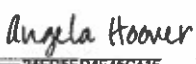


PATRICK MCGANNEY, Fire Chief

DATED or ADOPTED this 19 day of January , 2024 .

CITY OF BREMERTON

ATTEST:

DocuSigned by:


ANGELA HOOVER, City Clerk

POULSBO FIRE DEPARTMENT

DocuSigned by:
Jim Gillard
BF094823964E438

JIM GILLARD, Fire Chief

DATED or ADOPTED this 13 day of March, 2024.

POULSBO FIRE DEPARTMENT BOARD OF COMMISSIONERS

DocuSigned by:
Darryl Milton
2C54374B97054CA

Darryl Milton, Commissioner

DocuSigned by:
David Ellingson
33F814773FE648F

David Ellingson, Commissioner

DocuSigned by:
Jim Ingalls
881E2A9EECE748C

Jim Ingalls, Commissioner

DocuSigned by:
Jeff Uheruaga
8FDDCE78545AADA

Jeff Uheruaga, Commissioner

DocuSigned by:
William Whiteley
4856234883B44A

William Whiteley, Commissioner

ATTEST:

DocuSigned by:
Nichole Sawyers
5DD7A7C50206401

NORTH KITSAP FIRE AND RESCUE



RICK LAGRANDEUR, Fire Chief

DATED or ADOPTED this 26th day of February, 2024

**NORTH KITSAP FIRE AND RESCUE
BOARD OF COMMISSIONERS**


GILLIAN GREGORY, Commissioner
JOHN HUNTINGTON, Commissioner

STEVE NEUPERT, Commissioner


PATRICK PEARSON, Commissioner

WILSON STEWART, Commissioner

ATTEST:



CENTRAL KITSAP FIRE & RESCUE

Christ

JASON CHRISTIAN, Fire Chief

DATED or ADOPTED this 8th day of January, 2024.

**CENTRAL KITSAP FIRE AND RESCUE
BOARD OF COMMISSIONERS**

Bob Muhleman

BOB MUHLEMAN, Commissioner

Guy Earle

GUY EARLE, Commissioner

Ken Erickson

KEN ERICKSON, Commissioner

Nate Andrews

NATE ANDREWS, Commissioner

Rod Elmore

ROD ELMORE, Commissioner

ATTEST:

By: [Signature]

SOUTH KITSAP FIRE & RESCUE



JEFF FAUCETT, Fire Chief

DATED or ADOPTED this 14 day of December, 2023

**SOUTH KITSAP FIRE AND RESCUE
BOARD OF COMMISSIONERS**



GERALD PREUSS, Commissioner

DUSTY WILEY, Commissioner



MICHAEL ESLAVA, Commissioner



KYLE JOYCE, Commissioner



PAUL GOLNIK, Commissioner

ATTEST: