

INTERLOCAL AGREEMENT FOR FIRE INVESTIGATION SERVICES

BETWEEN KITSAP COUNTY AND THE NORTH MASON REGIONAL FIRE AUTHORITY

- 1. Parties.** THIS AGREEMENT is entered into by Kitsap County (“County”) and the North Mason Regional Fire Authority (“Authority”) under the authority of the Interlocal Cooperation Act, RCW Chapter 39.34
- 2. Recitals.** Whereas, the County and the Authority have determined that it is in the best interest of the County, the Authority and its citizens to work together in establishing an agreement to provide fire investigation services as needed, by the Authority for the County.
- 3. Authority.** Chapter 39.34 RCW permits local governmental units to make official use of their powers enabling them to cooperate with other localities on the basis of mutual advantage.
- 4. Duration.** This agreement shall be in effect upon signature endorsement and shall terminate no later than January 31, 2018, unless mutually agreed upon by both parties to extend this agreement.
- 5. Compensation.** The County shall pay the Authority for fire investigation services provided at a rate of \$120 per hour. The County will pay the Authority for the standby time at a rate of \$30 per day.
- 6. Payment.** Within 30-days from receipt of an itemized bill from the Authority, the County will reimburse the Authority for services rendered.
- 7. Purpose.** To establish a joint agreement for providing fire investigation services within the boundaries of Kitsap County.
- 8. Scope of Work.**

8.1 Investigation of origin, cause, circumstances and extent of loss from fire whether civil or criminal nature.

8.2 To ensure cooperation among the local Fire Districts, the State Fire Marshal and all state and County law enforcement and regulatory personnel.

9. Criteria for Investigation and Investigation Standby. Fire Investigation services will be provided by the Authority for the County only upon verbal or written request from the County for such services. The Authority will maintain fire investigation personnel in a standby status only upon verbal or written request from the County.

10. Hold Harmless. Each party shall hold harmless and indemnify the other party, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the negligence of each party's employees, agents and volunteers. Provided, however, the Parties' obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the other party, its officers, officials, employees or agents.

Solely for the purposes of this provision, the Association waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

11. Administration. No separate legal or administrative entity is created by this Agreement.

The North Mason Regional Fire Authority and Kitsap County shall jointly administer this Agreement. The Kitsap County Fire Marshal shall be the designated official to administer

this agreement for County and the Fire Chief of the North Mason Regional Fire Authority shall be the designated official to administer the agreement for the Authority. All correspondence relating to the agreement shall be directed to the designated administrative officials.

12. Termination. The parties may terminate this Agreement as follows:

12.1 For Cause. Either party may terminate this Agreement for a material breach thereof by the other party. Fifteen days written notice to the other party is required stating the intent to terminate for cause. The breaching party will be given the opportunity to cure its breach and if completed during the fifteen-day period the Agreement shall not terminate.

12.2 For Convenience. Either party may terminate this Agreement without cause at any time providing a fifteen-day written notice of such termination is submitted in advance.

13. Insurance. Each party shall independently acquire and maintain sufficient insurance coverage for all its respective operations, facilities, equipment and personnel.

14. Property. No joint property shall be acquired, held or disposed of. Any real or personal property used in the joint or cooperative undertaking shall be considered to be and remain the property of the party who purchased such real or personal property. No joint financing shall be undertaken for the activities contemplated herein. Each party shall separately maintain a budget for its own functions.

15. Independent Status of Parties. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures,

or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

16. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

13.1 County. Kitsap County Fire Marshal
619 Division St.
Port Orchard, WA. 98366

13.2 Authority. Fire Chief - North Mason Regional Fire Authority
PO Box 277
Belfair, WA 98538

17. Severability. If any provision of this agreement or its application is held invalid, then the remainder of the agreement or the application of the remainder of the agreement shall not be affected and shall remain in full force.

18. Waiver. No waiver of any provision of this agreement shall be valid unless it is in writing and signed by the person or party whom charged.

19. Third Party Rights. This Agreement shall not create any third party rights by any party that has not signed this Agreement.

20. Modification. This Agreement represents the entire agreement by both parties and shall not be modified, terminated or waived by either party without authorized written approval by representatives of both parties.

21. Benefits. This Agreement is entered into for the benefit of both parties to provide fire investigation services for all of Mason County during the duration of this agreement.

22. Effective Date. This Agreement shall be effective when posted on the website of the County in accordance with RCW 39.34. Alternatively, pursuant to RCW 39.34.040, this Agreement may be recorded with the Kitsap County Auditor as soon as reasonably possible after its execution by the County.

Dated this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

ATTEST:

Dana Daniels, Clerk of the Board

Charlotte Garrido, Chair

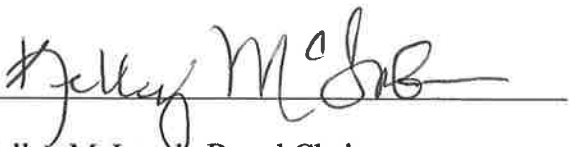
Robert Gelder, Commissioner

Edward Wolfe, Commissioner

NORTH MASON REGIONAL FIRE AUTHORITY



Beau Bakken, Fire Chief



Kelley McIntosh, Board Chair