

INTERLOCAL AGREEMENT

REGARDING BICYCLE SAFETY HELMETS FOR K-5th GRADE CHILDREN

THIS INTERLOCAL AGREEMENT FOR BICYCLE SAFETY HELMETSS is made and entered into as of the date of purchase, by and among MASON COUNTY PUBLIC HOSPITAL DISTRICT NO.2 (MCPHD2) and NORTH MASON REGIONAL FIRE AUTHORITY (NMRFA) (hereinafter referred to individually each as the "Party" and collectively as the "Parties").

RECITALS

WHEREAS, RCW 70.44.240 expressly authorizes public hospital districts to contract or join with any public entities to provide health care services to be used by individuals, districts, hospitals or others; and

WHEREAS, RCW 39.34.010 authorizes public entities to cooperate with other public entities to provide services; and

WHEREAS, the Parties recognize a need to provide Bicycle Safety Helmets to all K-5th grade children residing within the NMRFA response area; and

WHEREAS, the NMRFA lies with the MCPHD2 boundaries; and

WHEREAS, the MCPHD2 Board of Commissioners has authorized a cooperative relationship with District to enable the delivery of Bicycle Safety Helmets to the K-5th grade children within the NMRFA response area.; and

WHEREAS, the NMRFA has authorized a cooperative relationship with MCPHD2 to enable the delivery of Bicycle Safety Helmets to the K-5th grade children within NMRFA response area; and

WHEREAS, MCPHD2 is acting in its proprietary capacity in regards to RCW 70.44.003 and RCW 70.44.007.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement IS to establish a health/safety program in which the K-5th grade children of the NMRFA response area to receive a bicycle safety helmet as part of bicycle safety class administered by NMRFA . The goal of which is to reduce accidents resulting in head trauma.

Section 2. Term and Termination. This Agreement shall commence on the Effective Date and continue until the initially purchased bicycle safety helmets have been distributed unless terminated by either Party, at any time with or without cause upon providing thirty (30) days' written notice to the other Party.

Section 3. Administration: No Separate Entity Created.

a. Contract Administrator. Pursuant to RCW 39.34.030, the parties hereby appoint a Contract Administrator who will be responsible for administering this Agreement, and at the direction of the parties, this Contract Administrator shall take such action as is necessary to ensure that this Agreement is implemented in accordance with its terms. The parties hereby designate Jeromy Hicks at NMRFA, or his designee, as the Contract Administrator for this Agreement. No separate legal entity is formed by this Agreement.

b. Oversight Committee. From time to time during the term of this Agreement, an oversight committee, comprised of at least one but no more than two members of the Board of Commissioners of MCPHD2 and no more than two members of NMRFA Administration, or their designees, shall meet with the Contract Administrator to monitor the progress of the Agreement.

Section 4. Services.

NMRFA will work cooperatively with MCPHD2 to provide adjustable bicycle safety helmet to all K-5th grade children residing within the NMRFA response area.

NMRFA will advise the children on the proper use and fitting of the bike helmets. NMRFA will also provide follow up consultation, as needed, with the recipients who reside within the NMRFA response area.

Section 5. Property. No joint property ownership is contemplated under the terms of this Agreement.

Section 6. Budget; Funding. Initial funding for the provision of the Bicycle Safety Helmets shall come from MCPHD2. MCPHD2 agrees to provide funding for the initial purchase of the helmets. MCPHD2 will furnish said units to the NMRFA for distribution. The NMRFA agrees to provide all necessary training and registration requirements for the service program.

Section 7. Indemnification. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives or subcontractors, to the fullest extent required by laws of the State of Washington. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives or subcontractors, regardless of the form of action, whether in contract, tort or otherwise.

Section 8. Insurance. Each Party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement.

Section 9. HIPAA. The Parties acknowledge that medical and other records, including protected health information ("PHI") are protected by and subject to numerous laws, rules and regulations regarding privacy, security, confidentiality, consent, access and disclosure. The Parties agree to comply with all privacy, security, confidentiality, research, consent, access and disclosure requirements, including all documentation and access requirements, of applicable federal and state laws, rules and regulations, including, without limitation, the Washington State Uniform Health Care Information Act (RCW 70.02) and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d, as modified by the Health Information Technology for Economic and Clinical Health ("HITECH") Act and any implementing administrative simplification regulations codified at 45 C.F.R. Parts 160 and 164 et seq. ("HIPAA").

Section 10. Notices. Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered or sent by overnight courier or when such delivery is refused or upon receipt if sent by facsimile with hard copy in two (2) days or two (2) days after deposit in the United States mail if sent by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other address specified by notice to the other Party.

If to District:	North Mason Regional Fire Authority PO Box 277 Belfair, WA 98528 Attn: Fire Chief: Beau Bakken
If to MCPHD#2:	Mason County Public Hospital District No. 2 PO Box 1626 Belfair, WA 98528 Attn: Superintendent: Sandra Robertson

Section 11. Entire Agreement I Modification. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be supplemented by additional agreements executed by the parties, or may amended or modified by written instrument signed by the parties hereto. Such amendments may be for the purposes of, among other things, adding or deleting parties to this Agreement or expanding the purposes for which the Administrators are organized.

Section 12. Assignment. No Party to this Agreement may assign its rights or obligations hereunder

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument.

Section 14. Filing requirements. Upon execution of this Agreement, the Parties shall file a true and complete copy thereof in compliance with the provisions of RCW 39.34.040.

Section 15. Authorization. Each Party does hereby represent and warrant to the others that it is duly authorized to enter into and to carry out the terms of this Agreement.

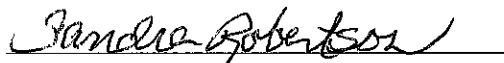
Section 16. Independent Review. This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement.

Section 17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Mason county Superior Court.

Section 18. Severability. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.


IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the day and year first set forth above.

MASON COUNTY PUBLIC HOSPITAL
DISTRICT NO.2



By: Sandra Robertson
Its: Superintendent

NORTH MASON REGIONAL FIRE
AUTHORITY



By: Beau Bakken
Its: Fire Chief