

INTERLOCAL AGREEMENT FOR FINANCIAL SERVICES

NORTH MASON REGIONAL FIRE AUTHORITY AND MASON COUNTY FIRE DISTRICT NO. 3

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into by and between **NORTH MASON REGIONAL FIRE AUTHORITY** ("NMRFA") and **MASON COUNTY FIRE DISTRICT NO. 3** ("District 3"; collectively, the "Parties").

WHEREAS, District 3 has determined the need to have certain financial and accounting services performed but does not have the employed staff to perform such services, and

WHEREAS, NMRFA employs personnel who are capable of providing the services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Services to be Performed by NMRFA. NMRFA agrees to perform the following financial accounting services (the "Services") for District 3:

- Preparation of payroll and payment of benefits
- Preparation of vouchers
- Management of accounts receivable.
- Interfacing with Mason County Treasurer with regards to warrants to be issued
- Maintaining District 3's books with NMRFA's in-house software.
- Reporting and payment of quarterlies.
- Completion of the annual Financial Auditing to Washington State.
- Assist with audits by the Washington State Auditors Office.
- Preparation of revenue and expense reports in a form reasonably requested by District 3 on a monthly basis.

1.1 District 3 will provide, or make available, to NMRFA all documents and information reasonably requested in order for NMRFA to perform the Services.

2. Compensation and Method of Payment. District 3 shall pay NMRFA the sum of \$4,000 per year, payable in equal installments during the months of April and October.

3. Duration of Agreement. This Agreement shall commence on January 1, 2019 and shall either be recorded with the Mason County Auditor or posted on the website of either party upon mutual execution. This Agreement shall continue indefinitely until terminated. Either party may terminate this Agreement upon not less than one hundred eighty (180) days written notice. The final payment shall be prorated to the termination date.

4. Indemnification. To the extent permitted by law, each party agrees to protect, defend, indemnify, and hold harmless the other party, its officers, officials, employees and agents, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to this Agreement caused by or resulting from the indemnifying party's negligent acts or omissions.

5. Assignment and Subcontract. NMRFA shall not assign or subcontract any portion of the Services contemplated by this Agreement without the written consent of District 3.
6. Insurance. For the duration of this Agreement, each party shall maintain its own public liability and property damage insurance, or be self-insured, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by its officers, officials, employees, or volunteers. It is expressly understood that no party shall be responsible to provide the other party's employees with coverage required under Chapter 41.26 RCW, as the same now exists or may be hereafter amended. To the extent permitted by the applicable insurance policies, each party hereby waives any right of subrogation against the other party. In this regard, each party utilizing a self-insurance retention program waives subrogation for any payment thereunder.
7. Separate Property. It is not contemplated that any property, real or personal, will be acquired by any party separately or jointly as a result of this Agreement. No separate fund shall be established with regard to this Agreement. Any acquisition of joint property shall be subject to a separate Interlocal Agreement, executed prior to or at the time of such joint acquisition. All equipment and property owned or acquired solely by a party hereto shall remain the equipment and property of that party.
8. Administration. The Fire Chief of NMRFA and the Fire Chief of District 3, or their designees, shall jointly provide the administration necessary to implement this Agreement. Each party shall be responsible to maintain copies of the financial records associated with the Services.
9. Status of Personnel. No employee of any party to this Agreement shall be deemed to have become an employee of another party, or be covered by any insurance or pension plans of another party, by the employee's participation in the performance of this Agreement.
10. Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
11. Severability. Any invalidity, in whole or in part, of any provision of this Agreement, shall not affect the validity of any other of its provisions.
12. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.
13. Amendment. No modification, termination, or amendment of this Agreement may be made, except by written agreement signed by all parties.
14. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the matters addressed herein. This Agreement supersedes and nullifies any previous agreements or understandings concerning the matters addressed herein, whether written and/or oral, between the parties to this Agreement.

15. Counterparts. This Agreement may be executed (360) 220-9525 in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

16. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Mason County.

DATED this 16 day of January, 2019.

MASON COUNTY FIRE DISTRICT NO. 3

By: P.L. Graeber
P.L. Graeber
Fire Chief

DATED this 8th day of January, 2019.

NORTH MASON REGIONAL FIRE AUTHORITY

By: [Signature]
Beau Bakken
Fire Chief

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