

**INTERLOCAL AGREEMENT**  
**COLLABORATIVE SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the NORTH MASON REGIONAL FIRE AUTHORITY (“NMRFA”), a municipal corporation of the state of Washington, and MASON COUNTY PUBLIC HOSPITAL DISTRICT NO. 2 (“MCPHD2”), a municipal corporation of the State of Washington. This Agreement is to be made effective as of July 1, 2024. NMRFA and MCPHD2 are sometimes collectively referred to as the Parties or Individually as a Party.

**RECITALS**

1. NMRFA and the MCPHD2 serve the same geographical area identified herein as the North Mason Community.
2. NMRFA maintains and provides fire protection and emergency medical services from its headquarters Fire Station at 490 NE Old Belfair Highway, Belfair WA
3. MCPHD2 possesses the power, legal authority, and responsibility to provide hospital and other health care services for the residents of its district.
4. NMRFA has the authority pursuant to RCW 35.21.930 to provide community outreach and assistance to residents of its jurisdiction and contract with any governmental entity pursuant to RCW 52.12.031 for emergency medical services.
5. The Parties believe that collaboration would provide the highest level of service with the least duplication and cost and allow for the completion of functions not possible within current funding and so desire to memorialize their agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and benefits contained herein, it is agreed between the Parties as follows:

1. The NMRFA will provide space at its headquarters fire station for the hosting and facilitation of MCPHD2 business and public meetings. In addition, the NMRFA will provide space at its headquarters fire station for MCPHD2 superintendent work activities so long as they do not interfere with the operations of the NMRFA. The NMRFA will also provide storage space for MCPHD2 to store MCPHD2 records and equipment.
2. **Payment.** MCPHD2 will pay the NMRFA \$1,200 annually for services offered by this agreement. The NMRFA will invoice MCPHD2 no later than November 30<sup>th</sup> of each calendar year. Following receipt of invoice MCPHD2 will pay the invoice in full no later than December 31<sup>st</sup> of each calendar year. Payment for services for 2024 will be prorated monthly for a total invoice of \$600.
3. **Term.** This Agreement shall be effective as of July 1st, 2024, and shall continue until terminated by either party as set forth herein.

#### **4. Termination.**

- 4.1. By Notice. Either Party may terminate this Agreement by providing written notice to the other party thirty (30) days prior to termination.
- 4.2. Material Breach. Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other Party pursuant to the following process:
  - (a). The non-breaching party shall provide the breaching Party with written notice which sets forth the alleged material breach(es).
  - (b). The breaching party shall have thirty (30) days following receipt of the notice from the non-breaching party (the "Cure Period") to cure such alleged Material Breach(es).
  - (c). In the event that the breaching party fails to cure such Material Breaches during the Cure Period, the non-breaching party may terminate this Agreement upon the expiration of the Cure Period by providing the breaching party with written notice of termination of this Agreement.
  - (d). The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law, including, but not limited to, such remedies as set forth in Chapter 39.34 RCW
- 4.3. Payment. Except in the case of a material breach, payment due for an early termination under this Section shall be a pro rata amount based upon the portion of the Term for which services were provided.

#### **5. Indemnification**

- 5.1. To the extent permitted by law, NMRFA shall indemnify and hold harmless MCPHD2, its agents, employees, commissioners and/or officers, from and against any liability and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other party arising out of, in connection with the NMRFA's performance or failure to perform any aspect of this Agreement. Notwithstanding this section, if such claims are caused by or result from the concurrent negligence of: the Parties; or that of the parties, and/or their agents, employees, or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of NMRFA and its agents, employees, commissioners and/or officers; and provided further, that nothing herein shall require one Party to hold harmless or defend the other Party, its agents, employees and/or officers from any claims arising from the sole negligence of the other party, its agents, employees, and/or officers. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

Each party to this Agreement shall indemnify and hold the other party harmless with respect to all costs, liability, damages and expenses, including reasonable attorneys' fees, and costs which are related to or arise out of the negligent or willful conduct or misconduct of that party, or that party's agents, officers, directors, employees or independent contractors, under this Agreement.

Washington Industrial Insurance Act. The foregoing indemnity is specifically and expressly intended to constitute a waiver of NMRFA's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects to MCPHD2. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

## 6. Miscellaneous

- 6.1. **Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 6.2. **Non-Waiver of Breach.** The failure of either Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- 6.3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 6.4. **Assignment.** Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties and is not intended to confer rights or benefits upon any third parties.
- 6.5. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party and subject to ratification by the legislative body of each Party.
- 6.6. **Compliance with Laws.** Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 6.7. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.
- 6.8. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 6.9. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 6.10. **Notice.** All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of this Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business


days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**6.11. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**NORTH MASON  
REGIONAL FIRE AUTHORITY**

**MASON COUNTY PUBLIC HOSPITAL  
DISTRICT No. 2**

By: 

By: 

Print Name: Beau Bakken

Print Name: Sandra Robertson

Its: Fire Chief

Its: Superintendent

DATE: July 19, 2024

DATE: July 19, 2024

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

bbakken@northmasonrfa.com (email)

Sandy@mcphd2.org (email)

P. O. Box 277 (address)

P. O. Box 1626 (address)

Belfair, WA 98528

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