

KITSAP COUNTY FIRE CHIEFS ASSOCIATION INTERLOCAL COOPERATION AGREEMENT

THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) Between City of Bremerton Fire Department (“BFD”), Central Kitsap Fire and Rescue (“CKFR”), South Kitsap Fire and Rescue (“SKFR”), Kitsap Fire District 18/ Poulsbo Fire (“PF”), North Kitsap Fire and Rescue (“NKFR”), and Bainbridge Island Fire Department (“BIFD”) (hereinafter the “parties”), by which the parties agree to establish and participate in joint membership of the KITSAP COUNTY FIRE CHIEFS ASSOCIATION (“KCFCA”). This agreement supersedes and replaces any and all prior agreements relating to the KCFCA whether written or oral.

WHEREAS, this Agreement is formed to be consistent with the provisions and terms of the “Interlocal Cooperation Act” pursuant to RCW 39.34 et seq.; and

WHEREAS, the KCFCA was created in 1994 to help promote fire prevention, fire suppression, emergency medical services, and life safety legislation and education through the cooperation of the local fire departments’ joint efforts of their respective Chief officers; and

WHEREAS, it was believed that each of the parties and the public would benefit through regional coordination and cooperation of the KCFCA; and

WHEREAS, the parties now desire to establish a separate legal entity to provide oversight for the activities of the parties of the KCFCA;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

The purposes of this Agreement are:

- a. To provide a means for the continued development of fire suppression and fire prevention services as well as a coordinated effort to influence legislation and education benefiting the region’s emergency service providers and public.
- b. To replace and supersede the original Kitsap County Fire Chief’s Association Agreement, re-establishing the working relationship between the parties who were the initial participants of that Agreement;

- c. To establish the KCFCA as an LLC, a separate legal entity as authorized by RCW 39.34.030(3)(b);
- d. To establish a process of administrative oversight for such services provided by the KCFCA;
- e. To establish a process for other jurisdictions and public entities to become participants in this Agreement.

2. DEFINITIONS

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them pursuant to state statute or other controlling law, or as defined in this Agreement:

- a. “*Member Agency*” means a voting and fees paying municipal or other governmental entity which is a party to this agreement.
- b. “*State*” means the State of Washington.
- c. “*Region*” means Kitsap County and other adjoining counties.
- d. “*Kitsap County Fire Chiefs Association*” means the separate legal entity established and acknowledged by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.
- e. “*Majority Vote*” means more than one-half of the votes cast by member agency representatives when a quorum is present.
- f. “*Administrative Board*” shall mean the representatives of member agencies of the KCFCA identified in Section 4 of this Agreement.

3. PARTICIPATION

The Bremerton Fire Department, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, Kitsap Fire District 18/Poulsbo Fire, North Kitsap Fire and Rescue, and Bainbridge Island Fire Department participate in the formation and operation of the KCFCA for the purposes established pursuant to this Agreement. Other governmental organizations may join the KCFCA upon approval of the KCFCA Administrative Board and by agreeing to the terms of this Agreement established below. Other organizations who are not governmental organizations may participate and take advantage of the services provided by the KCFCA

pursuant to separate service agreements pursuant to those rules established by the KCFCA Bylaws.

4. MEMBERSHIP AND VOTING RIGHTS OF THE KCFCA ADMINISTRATIVE BOARD

- A. Membership in the KCFCA is established by execution of this Agreement and payment of any required fees as established by the Administrative Board.
1. A municipal or government entity that desires to become a later member of the KCFCA must obtain permission to do so by a majority vote of the Administrative Board. The required permission applies to any entity that wishes to become a member. Any entity seeking to join the KCFCA must sign an amendment to this Agreement establishing their membership. However, such membership is subject to legislative approval of all member agencies. Further, any entity seeking to join the KCFCA must pay all fees in accordance with this Agreement.
 2. A non-municipal or non-governmental entity that desires to participate in the KCFCA shall be entitled to do so pursuant to the Bylaws of the KCFCA.
 3. Ex-Officio members may be allowed to participate in the KCFCA pursuant to the Bylaws of the KCFCA.
- B. The KCFCA Administrative Board shall consist of one (1) representative who shall be the Chief Officer from each participating member agency, each of whom is delegated one vote.

The membership and structure of the KCFCA Administrative Board may only be modified through an amendment to this agreement, recommended by a majority of the Administrative Board and approved by a majority of the member agencies.

5. AUTHORITY AND RESPONSIBILITIES OF THE KCFCA ADMINISTRATIVE BOARD

The KCFCA Administrative Board shall have the authority and the responsibilities to provide policy and legislative direction for the KCFCA and its administration, and in particular shall:

- a. Establish bylaws that govern the procedures of the KCFCA Administrative Board and daily operations of the KCFCA;
- b. Recommend appropriate action for the KCFCA to the legislative bodies of the participating members;

- c. Enter into agreements with, and receive and distribute funds from any federal, state or local agencies;
- d. Determine what services are to be offered by the KCFCA and under what terms they shall be offered;
- e. Review and adopt annual budgets;
- f. Review and approve budget expenditures;
- g. Enter into agreements with third parties for services necessary to fully implement the purposes of this agreement;
- h. Apply for such federal, state, or private funding of any nature as may become available to assist the KCFCA in carrying out its purposes and functions;
- i. Purchase, take, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property;
- j. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of property and assets;
- k. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- l. Enter into contracts
- m. Review and adopt personnel, purchasing and financial policies;
- n. Any and all other acts necessary to further the KCFCA's goals and purposes.

6. FINANCING

A. Cost Allocation. All members shall pay the annual fees as described in the KCFCA Bylaws.

B. The Fiscal Year. The fiscal year shall coincide with the calendar year.

C. Adoption of Budget. By September of each year the KCFCA Administrative Board shall adopt a draft annual work program, budget, and cost allocation of the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the KCFCA Administrative Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the KCFCA Administrative Board. All expenditures shall be made from the Fund identified earlier.

D. Notice of Budget. On or before September 30, the KCFCA Administrative Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to each member agency's representative. On or before November 30, the KCFCA Administrative Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to each member agency's representative.

E. Contracting. All contracts made by or on behalf of the KCFCA shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

7. FACILITIES AND PROPERTY

Any property owned or maintained by the KCFCA shall be used and disposed of in accordance with the Bylaws established by the KCFCA Administrative Board.

8. DURATION

This Agreement shall remain in full force and effect in perpetuity from its effective date unless earlier terminated or modified as provided herein.

9. MODIFICATION

The terms of the Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

10. TERMINATION

A. Any member agency has the right to withdraw from this Interlocal Agreement by giving the KCFCA Administrative Board six (6) months prior written notice. Withdrawal by one member agency to the Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies.

11. HOLD HARMLESS

Each party shall defend, indemnify and save all other parties harmless from any and all claims arising out of that party's negligent performance of this agreement. Any loss or liability resulting from negligent acts, errors, or omissions of the KCFCA Administrative Board, KCFCA Director and/or KCFCA staff shall be borne by the KCFCA exclusively.

12. INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the KCFCA Administrative Board, member agencies, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the KCFCA

exclusively, and the KCFCA shall defend such parties, at its cost, upon request by the member agency, Board member, and/or employee.

- B. The KCFCA Administrative Board shall obtain commercial general liability, and auto liability insurance coverage for the KCFCA Administrative Board, and any staff employed by the KCFCA, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officer, agents, and employees as additional insured's. The KCFCA Administrative Board shall annually evaluate the adequacy of the KCFCA's insurance coverage.
- C. The KCFCA Administrative Board shall require that all contractors and subcontractors utilized by the KCFCA obtain insurance coverage consistent with Section 13(B).

13. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an agreement entered into under Chapter 39.34 RCW. Its duration is as specified in Section 9. The organization, composition and nature of the KCFCA Administrative Board is as specified in Section 4. Its purposes are as described in Section 1. Its manner of financing and budgeting is as described in Section 7.. Its termination as described in Section 11. The method for disposing of property upon withdrawal or termination is set forth in Section 8.

14. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

15. NOTICES

Except as provided elsewhere in this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Section 4 with a copy of such notice provided to the Executive Director, if one has been appointed by the KCFCA Administrative Board. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

16. VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding

arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

17. ENTIRETY

This Agreement supersedes all previous inter-local agreements, if any, and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

18. SEVERABILITY

If any of the provisions of the Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. CLAIMS

- A. Any claim for damages made under Chapter 4.96 RCW shall be filed with the Chair of the KCFCA Administrative Board, or other Agent as identified pursuant to the KCFCA Bylaws.
- B. Upon receiving a claim for damages, or any other claim, a copy of the claim will be provided to each member agency.

20. EXECUTION AND FILING

The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Chair of the KCFCA Administrative Board who shall file an executed original of this Agreement with the Kitsap County Auditor. The Chair of the Administrative Board shall distribute duplicate conformed copies of the Agreement to each of the parties. Parties that sign on as members at a later date will provide original signature pages of this Agreement to Kitsap County Auditor for filing. The Chair of the Administrative Board shall distribute duplicate conformed copies of the signature pages filed later to each of the parties.

21. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Section 21.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Executed this 12th day of June, 2013.

J. S. [Signature] Fin. Chict by motion of
On behalf of KCFD #18/Poulsbo Board of Commissioners