

REVISED
KITSAP RISK MANAGEMENT GROUP
INTERLOCAL AGREEMENT

THIS IS AN AGREEMENT entered into among: **CENTRAL KITSAP FIRE & RESCUE**, a Washington State municipal corporation, hereinafter also referred to as “CENTRAL FIRE”; **SOUTH KITSAP FIRE & RESCUE**, a Washington State municipal corporation, hereinafter also referred to as “SOUTH FIRE”; the **KITSAP READINESS CENTER JOINT MANAGEMENT GROUP**, an organization made up of units of state and local government to provide efficient and cost effective training and readiness for emergency responders, hereinafter also referred to as “JMG”; **BAINBRIDGE ISLAND FIRE DEPARTMENT**, a Washington State municipal corporation, hereinafter also referred to as “BAINBRIDGE FIRE”; **KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 18**, a Washington State municipal corporation, hereinafter also referred to as “POULSBO FIRE”; **NORTH KITSAP FIRE & RESCUE**, a Washington State municipal corporation, hereinafter referred to as “NORTH FIRE”.

The five Fire Districts identified in the prior paragraph will also be collectively referred to herein as “**Districts**”, or singularly as “**District**”. As noted in the prior paragraph, the Kitsap Emergency Services Readiness Center shall also be referred to herein as “**JMG**”. The Districts and JMG shall also collectively be referred to herein as “**Agencies**”.

Washington State’s Inter-local Cooperation Act, Chapter 39.34 RCW, permits governmental entities to make the most efficient use of their powers by allowing them to cooperate with other governmental entities on a basis of mutual advantage to provide and/or receive services and/or facilities.

Now, therefore, in consideration of the foregoing recitals, and the promises and covenants of the parties hereafter set forth, they agree as follows:

1. **Termination of Prior Agreements / Ratification of Prior Actions.** The prior initial Agreement, and six amendment agreements thereto, shall terminate and have no further force or effect upon execution of this Agreement. Provided, however, all prior decisions and agreements entered into by the Agencies are hereby ratified and confirmed.

2. **Purposes.** The purposes of this Agreement are to allow the Agencies to join together as the KITSAP RISK MANAGEMENT GROUP “RMG”, acting through the RMG

Board by majority vote, for the following purposes, as determined from time to time by the RMG voting members:

- A. **Broker.** To investigate and select, as deemed appropriate, from time to time, a broker that assists the Agencies in implementing this agreement.
 - B. **Insurance.** To investigate and procure, as deemed appropriate, from time to time, joint insurance coverage for the Agencies in order to achieve economies of scale. To this end the Agencies may jointly procure any type of insurance coverage they deem advantageous through the RMG, including without limiting the generality of the foregoing, the following: casualty; liability; workers compensation; length of service award coverage; fidelity; accident and/or sickness; property; medical; dental; life; accidental death and/or dismemberment; and/or vision insurance.
 - C. **Training.** To provide joint risk management and training services for the Agencies as determined by the RMG from time to time. Such training is intended to include topics such as risk reduction and management, safety, and health and wellness.
 - D. **“Other” Services.** To provide for other joint services for the Agencies not directly related to the foregoing insurance and training purposes. Provided, however, before any additional services may be provided not contemplated by this Agreement, the RMG voting members shall first obtain appropriate approval from their respective Agency governing boards.
3. **RMG Membership.** The RMG is made up of governmental agencies that provide fire protection, emergency medical services and associated emergency and non-emergency services. The Districts are Voting Members. JMG is a Non-Voting Member.
4. **RMG Membership Changes.** The RMG, by majority vote, with concurrence from their respective Agency governing boards, can make the following changes to the RMG Membership:
- A. Admitting new members provided that the new members are deemed “low risk” for insurance coverage purposes, and who will not increase the liability exposure of the existing RMG members, or negatively impact their insurance premiums, to any material degree.
 - B. Removing Agencies from the RMG for cause.
 - C. Granting voting status to RMG members

D. Restricting voting status of RMG.

5. **RMG Operation Guidelines.**

- A. **RMG Members.** All decisions made by the RMG shall be made by its voting members. Presently, all Districts have one voting member. Each member with voting rights shall designate one representative to attend RMG meetings to represent that member's interests. The RMG member from each Agency shall serve at the pleasure of their respective Agency governing boards. Presently, regarding the Districts, the voting member for each shall consist of the Fire Chief, or his/her designee.
- B. **RMG Board.** The RMG Board shall consist of a Chairperson, Vice-Chairperson, and Secretary. The Chairperson and Vice-Chairperson shall be elected annually by the voting membership.

The Chairperson shall be in charge of setting each RMG meeting (the date, time, and place); conducting and presiding over all RMG meetings in general accordance with Roberts Rules or Order; overseeing the general management of the RMG; overseeing the establishment, maintenance, and dissolution where appropriate, or RMG sub-committees and sub-committee assignments; and ensuring accurate minutes of each meeting are taken in conjunction with the Secretary.

The Vice-Chairperson shall assume the duties of the Chairperson in the Chairperson's absence and shall otherwise undertake those tasks and responsibilities as may be assigned by the Chairperson from time to time.

The Secretary shall be appointed by the Chairperson, shall serve at the pleasure of the Chairperson, and in most instances shall be an employee of the Chairperson's Agency skilled in taking and transcribing meeting minutes. The Secretary shall: attend all RMG meetings; be responsible for taking accurate meeting minutes and then transcribing those minutes for later review and approval by the RMG voting members within two weeks' time of the meeting at which they were taken; maintain pertinent contact information regarding each Agency, the voting status of each Agency, and the designated members attending RMG meetings from each Agency; and maintain all RMG records in an organized fashion. All labor and incidental costs associated with the services provided by the Secretary shall be borne by the Chairperson's Agency without right of reimbursement from the other Agencies.

- C. **RMG Meetings.** RMG meetings shall occur at least annually, and more frequently as determined by the Chairperson, so the purposes of the RMG may be effectively and efficiently met in a timely manner. Presently, it is anticipated RMG meetings will occur every other month.
- D. **Meeting Minutes.** Prior to each RMG meeting, the minutes of the prior meeting shall be tendered to each Agency member, and at the actual meeting, the voting membership shall approve, or modify as appropriate, the minutes from the prior meeting. Each Agency member shall ensure copies of all approved minutes are delivered back to its respective Agency. Each set of approved minutes shall be attested to as being accurate, and signed by the Chair, or Vice-Chair acting in the Chair's behalf, after first being approved by the voting membership.
- E. **Lead Agency.** The lead agency for the RMG at any given time shall be the Agency the RMG Chairperson is associated with.
- F. **Quorum.** In order for a quorum to be present to conduct any RMG business, a majority of the voting members must be present.
- G. **Majority Vote.** Except as otherwise expressly provided for herein, in order for a measure coming before the RMG to be enacted, a majority vote of the voting members in attendance must vote in favor of it.
- H. **Notice Requirements for Certain Proposed Action.** Regarding any measures put to the voting members for a vote involving substantial action, apart from those actions dealing with the regular month-to-month operations of the RMG, prior to a vote being taken on such matters, pertinent information regarding the proposed action shall first be provided to the voting members for review at least ten days prior to the meeting when a vote is expected. Notice of the measures may be provided to the voting members via e-mail, mail or any other appropriate delivery medium. For purposes of receiving said notices, all voting members shall provide the RMG Chairperson, or his/her designee, with updated information at all times regarding his/her e-mail address, mailing address, and/or other means of receiving written information. A listing of all such contacts shall be maintained by the Chairperson and/or Secretary as determined by the Chairperson and may be provided to any RMG member or Agency.
- I. **Sub-Committees.** RMG sub-committees may be established from time to time at the discretion of the Chairperson or voting membership. For instance, a sub-committee may be formed that is focused on investigating the procurement of health insurance or alternate health insurance from that which

presently is provided. Provided, however, before being enacted by the RMG, any action approved by a sub-committee must also be approved by RMG's voting members.

6. **Obligation of Voting Members.** RMG's voting members shall act at all times in good faith and in a reasonable manner to the end that the purposes of this Agreement may be met at the best level attainable and for the best price.
7. **Term / Termination.**
 - A. **Term.** The term of this Agreement shall be on a year-to-year basis. It shall continue year-to-year automatically unless a party terminates its participation hereunder as set forth in section 7.B. hereof.
 - B. **Termination.** Any party to this Agreement may terminate its participation herein by first providing written notice to the RMG chair at least sixty (60) days in advance of the date established in its notice for terminating its participation under this Agreement, provided, however, the terminating member shall remain responsible for the cost of any insurance premiums that continue in force beyond the termination date. The termination by one or more parties to this Agreement shall not affect the ongoing participation of the other members hereunder or the ongoing effectiveness of this Agreement.
8. **Notices.** Except as otherwise specifically provided for herein, all notices called for herein shall be in writing and submitted by the sending Agency to the RMG Chairperson or recipient Agency(s) as appropriate, or vice versa, by certified mail, return receipt requested, unless personal service is achieved. Service shall be deemed complete two (2) business days after notice is sent through the U.S. mail from Western Washington, or on the day of personal service with the receiving party signing a receipt therefore. All notices to an Agency shall be addressed to the Fire Chief of that Agency.
9. **Payment for Insurance Premiums.** Each Agency shall be solely responsible for payment of any and all insurance premiums attributed to it and hold the other Agencies harmless from payment thereof.
10. **Hold Harmless Provision.** No Agency shall be liable in any fashion whatsoever for any liability arising or threatened through the acts or omissions of another Agency regarding its conduct as an RMG member, including its employees, agents, and/or representatives ("committing Agency"), or any property damage arising through the acts or omissions of the committing Agency. The committing Agency shall fully and completely hold those Agencies not involved in the liability or property damage

event, harmless from any and all liability arising therefrom, including all expenses, legal costs, and legal fees associated therewith.

Each Agency also agrees to assume responsibility for all liability that arises in any fashion regarding its conduct (and the conduct of its employees and representatives) in the performance of this Agreement, and to save and hold the other Agencies, their employees, representatives, and officials, harmless from all costs, expenses, losses, and damages, including the cost of legal defense, incurred as a result of acts or omissions of the committing Agency relating to its performance hereunder.

11. Insurance Deductibles. In the event of an insured loss by an Agency, that Agency shall be solely responsible for any deductibles specified in the coverage, and for any loss not covered by the applicable insurance policy.

12. Uninsured Loss. In the event an Agency incurs a claim, loss, or becomes a party to litigation that is excluded from coverage under any insurance policy obtained pursuant to this Agreement, or exceeds the applicable policy coverage limits, that Agency shall be solely responsible for the cost of processing the uninsured claim, litigation expenses if the insurance carrier does not defend, and uninsured damages. Such Agency shall also pay any and all said sums for which it is liable that are not paid by the insurance carrier.

13. Risk Management Provisions.

A. Information Supplied by Each Agency. Each Agency, from time to time, as requested by the RMG designated insurance representative or RMG Chairperson, shall provide the broker and/or said insurance representative with complete information concerning any of the following items as requested:

- 1) Complete descriptions of all stations or other structures owned or leased by the Agency. The descriptions shall include all information necessary to obtain a rating for insurance coverage of the structures and their contents;
- 2) A complete description of all vehicles owned or leased by the Agency including the make, model, year of manufacture, purchase cost, replacement cost and nature of equipment carried on each;
- 3) A complete inventory of all equipment maintained by the Agency;
- 4) A description of the services provided by the Agency to the public within and without its jurisdictional boundaries;

- 5) A list of all paid and volunteer personnel of the Agency and the job description for each;
- 6) A copy of all contracts the Agency is a party to that provide for either the supplying or receiving of services by the Agency;
- 7) A copy of all Agency lease agreements;
- 8) Relevant loss history information; and
- 9) Any information required by the insurance carrier for enrollment or health coverage purposes.

B. Agency Expenses in Administering RMG. Each Agency shall be responsible for its proportionate share of out-of-pocket expenses incurred in administering the RMG, as determined by the RMG. In most cases it is anticipated payment of these said expenses will be initially advanced by the Lead Agency with the member Agencies then providing reimbursement to the Lead Agency for their respective proportionate share of the said expenses.

14. **Severability.** If any provision of this Agreement or its application is held invalid, the remained of this Agreement or the application of the remained of this Agreement shall not be affected and shall remain in full force and effect.
15. **Benefits.** This Agreement is entered into for the benefit of the RMG Agencies only and shall confer no benefits, direct or implied, on or to any third parties or other persons or entities not a party hereto.
16. **Complete Agreement.** This Agreement represents the entire Agreement among the Agencies regarding the matters contained herein. It shall not be modified, supplemented, or otherwise affected simply by the “course of dealing” among the Agencies.
17. **Financial Considerations.** The Interlocal Cooperation Act requires parties to establish how their joint undertaking shall be financed and what budget(s), if any, will be maintained therefore. In answer to that statutory directive, each Agency shall be solely responsible for its own costs incurred in carrying out the terms of this Agreement; no joint financial accounts or arrangements shall be established except as otherwise specifically provided for herein. Also, no joint budget shall be maintained regarding carrying out the terms of this Agreement; each Agency shall make adequate provisions in its own budget for carrying out all its obligations hereunder.

- 18. Acquiring, Holding, & Disposing of Jointly Acquired Property.** The Interlocal Cooperation Act requires the parties to establish how property will be acquired, held, and ultimately disposed of. It is not anticipated the Agencies will jointly acquire any property, either real or personal, in carrying out the terms of this Agreement. The property of an Agency used in implementing this Agreement shall remain that Agency's sole property and under its sole control. If the Agencies do jointly acquire any property for the administration of this Agreement, prior to doing so, they shall reach written agreement as to what each will contribute to acquire the property, who shall be in charge of acquiring and managing it, and how it will be held and ultimately disposed of at the appropriate time or at the time of this Agreement's termination.
- 19. Cooperation / Interpretation.** The Agencies and their representatives to the RMG shall seek to fully and completely cooperate with one another in good faith at all times so the terms and spirit of this Agreement may be fully implemented. All Agencies have had the ability to equally participate in and negotiate the terms of this Agreement. This Agreement shall be provided with a reasonable interpretation and not weighted in favor of or against any Agency.
- 20. Execution in Counterparts.** This Agreement may be executed in counterparts, all of which shall be considered one agreement.
- 21. Filing of Agreement.** Pursuant to RCW 39.34.040, after this Agreement has been fully executed by all parties, it shall be promptly filed with the Kitsap County Auditor, or, alternatively, listed by subject on the agencies' websites or other electronically retrievable public source. The RMG Chairperson shall be responsible for filing it with the Kitsap County Auditor.
- 22. Agreement Approval.** The terms of this Agreement were acted upon and approved by CENTRAL FIRE's Board of Commissioners at its regularly scheduled public meeting held on the 23rd day of October, 2023; by SOUTH FIRE's Board of Commissioners at its regularly scheduled public meeting held on the 20th day of November, 2023; by BAINBRIDGE FIRE's Board of Commissioners at its regularly scheduled public meeting held on the 26th day of October, 2023; by the JMG Board of Directors held at its duly scheduled regular meeting held on the 7th day of December, 2023; by POULSBO FIRE's Board of Commissioners at its regularly scheduled public meeting held on the 23rd day of October, 2023; and by NORTH KITSAP FIRE & RESCUE's Board of Commissioners at its regularly scheduled public meeting held on the 13th day of November, 2023.

As a **condition precedent** to this Agreement taking effect, all Agencies identified herein as parties hereto must duly execute this Agreement by no later than sixty days from the date of the first signature appearing hereon.

IN WITNESS HEREOF, the duly elected Commissioners for each fire district identified here in, and the Board of the JMG, hereby authorize their respective Chiefs and Executive Directors to sign this document indicating the consent of their respective Districts and the JMG to the terms hereof on the date indicated by the signature of each hereon:

CENTRAL KITSAP FIRE & RESCUE

Jason Christian

Jason Christian, Fire Chief

SOUTH KITSAP FIRE & RESCUE

Jeff Faucett
Jeff Faucett (Dec 14, 2023 15:06 PST)

Jeff Faucett, Fire Chief

**KITSAP READINESS CENTER
JOINT MANAGEMENT GROUP**

Allison Duke III
Allison Duke III (Dec 19, 2023 16:02 PST)

Allison Duke, Executive Director

**BAINBRIDGE ISLAND FIRE
DEPARTMENT**

Jared Moravec

Jared Moravec, Fire Chief

**KITSAP COUNTY FIRE PROTECTION
DISTRICT NO. 18**

Jim Gillard

Jim Gillard, Fire Chief

NORTH KITSAP FIRE & RESCUE

Rick LaGrandeur
Rick LaGrandeur (Dec 20, 2023 13:02 PST)

Rick LaGrandeur, Fire Chief

