

**Interlocal Agreement
For the Collaborative Operations for Inventory and
Purchasing of Medical Supplies by and Between Central
Kitsap Fire and Rescue and South Kitsap Fire and Rescue**

This Agreement is entered into this 11 day of August 2022, between Central Kitsap Fire and Rescue (hereinafter called CKFR) and South Kitsap Fire and Rescue (hereinafter called the SKFR):

I. PURPOSE

This Interlocal Agreement is entered into between CKFR and SKFR to further implement those goals set forth in an MOU entered into by the fire districts in April of 2021 (attached as Exhibit 1). That MOU set forth both fire districts' desires to seek collaborative opportunities that would mutually benefit both districts. One of the goals established by that MOU was to consider and eventually implement a joint medical supplies program. Accordingly, this Interlocal Agreement establishes a framework that will enhance each district's ability to purchase, inventory, manage and distribute medical supplies. To this end, the legislative bodies of CKFR and SKFR authorize their respective departments to establish procedures that will render each other the maximum cooperation practical in the collaborative effort of providing for a centralized medical supply program.

It has been demonstrated that the functional collaboration of agencies like CKFR and SKFR by combining their resources results in financial efficiencies, increased effectiveness, and the reduction of duplication. The intent of this Agreement is to combine the unique strengths of both agencies in an effort to more effectively manage medical supplies and mutually benefit each of the agencies and the citizens they serve.

II. AUTHORITY

The parties enter into this Agreement pursuant to the authority vested in them under the following provisions of the law of the State of Washington: Chapters 39.34 and 52.12 of the Revised Code of Washington.

III. DURATION

The duration of this Agreement shall be for one year. However, the Agreement shall be automatically continued from year to year unless terminated as provided below.

IV. MODIFICATION, REVIEW AND TERMINATION

A. Modification/Review

This Agreement may be modified by mutual agreement of both parties hereto, and shall be reviewed no less than every year, with any modifications executed in the same manner as this Agreement.

B. Termination

Either party can terminate this Agreement by providing a letter of intent to terminate with not less than sixty-days (60) notice prior to the expiration of the current annual term. Said letter shall be sent to the Chief and governing body of the affected party.

V. MEDICAL SUPPLIES PROGRAM

A. Personnel

1. On the effective date of this Agreement, SKFR shall hire one full-time employee who shall be an employee of SKFR and SKFR will be fully responsible for that employee's wages and benefits. However, the SKFR employee will be dedicated to the Medical Supply Program as a delivery driver/courier for both agencies. This driver will deliver both medical and non-medical items throughout CKFR and SKFR.

2. The time allocated by the driver/courier between each agency will be equitably distributed and periodically evaluated as set forth in the Joint Procedures established pursuant to this Agreement.

3. The delivery driver/courier job description shall be established through a cooperative process between CKFR and SKFR.

B. Joint program

1. On the effective date of this Agreement CKFR shall take responsibility, at its own expense, for the logistical process of ordering medical supplies for both agencies. CKFR shall also maintain an inventory of available supplies and manage the inventory based on the needs of both agencies. SKFR shall be responsible for providing CKFR with its medical supplies needs as set forth in the Joint Procedures established pursuant to this Agreement.

C. Medical Supply Costs

1. Each Agency agrees to be responsible for the costs associated with its own medical supplies. SKFR agrees to compensate CKFR for the costs of medical supplies it orders including any prorated fuel, shipping, or other supplier surcharges. SKFR also agrees to reimburse CKFR annually for its portion of the cost of software licensing fees as appropriate. The method of ordering and paying for supplies and any related fees shall be set forth in the Joint Procedures established pursuant to this Agreement.

VI. JOINT PROCEDURES

The Fire Chiefs are authorized and directed to develop written Joint Operational procedures. These procedures may be amended from time to time by mutual written agreement of the Fire Chiefs.

The procedures shall include, but are not limited to:

1. Standardized practices for ordering, delivering, and managing the inventory of medical supplies for CKFR and SKFR.

Both parties recognize that standardization of purchasing, ordering, delivering and managing the inventory of medical supplies and procedures is critical to a centralized and more efficient medical supply program.

VII. COMPENSATION

Other than those responsibilities set forth in this Agreement there shall be no other direct compensation paid by the parties. The intent of this Agreement is to provide both districts with a cost neutral medical supplies program.

VIII. INSURANCE/HOLD HARMLESS

Each party to this Agreement shall each carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party in any capacity pursuant to this Agreement. Each party agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause, arising out of or connected with the performance of this Agreement, and to indemnify and hold the other party hereto and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by the party's employees, of this Agreement. All liability for salaries, wages, and other compensation of each party's employees shall be that of the respective employer.

IX. GOVERNING LAW AND VENUE

The laws of the State of Washington govern this Agreement, and any actions brought hereunder shall be brought exclusively in the Superior Court for the State of Washington in Kitsap County.

X. FILING

As required by RCW 39.34.040, the Agreement shall be filed with the County Auditor or alternatively, listed on the district's website or other electronically retrievable public source.

Central Kitsap Fire and Rescue

by: Chair Bob Muhleman

by: Vice-Chair Guy Earle

by: Commissioner Nate Andrews

by: Commissioner Kenneth Erickson

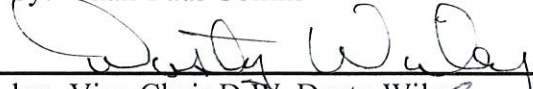
by: Commissioner Rod Elmore

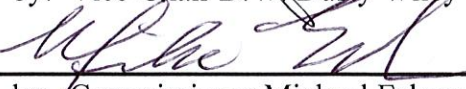


Attested by: Attorney/Secretary Ken Bagwell

South Kitsap Fire and Rescue


by: Chair Paul Golnik

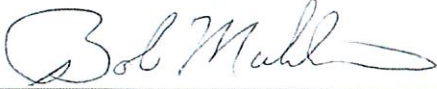

by: Vice-Chair D.W. Dusty Wiley


by: Commissioner Michael Eslava


by: Commissioner Kyle Joyce


by: Commissioner Gerald Preuss

Central Kitsap Fire and Rescue



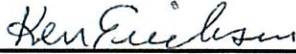
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by: Vice-Chair Guy Earle



by: Commissioner Nate Andrews



by: Commissioner Kenneth Erickson



by: Commissioner Rod Elmore

South Kitsap Fire and Rescue

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Attested by: Attorney/Secretary Ken Bagwell