

KITSAP READINESS CENTER JOINT MANAGEMENT GROUP INTERLOCAL COOPERATION AGREEMENT

THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) Between Bremerton Fire Department ("BFD"), Central Kitsap Fire and Rescue ("CKFR"), South Kitsap Fire and Rescue ("SKFR"), Kitsap County Sheriff's Office ("KCSO"), CENCOM/DEM ("CENCOM") and Kitsap County Coroners ("KCC"), (hereinafter the "parties"), by which the parties agree to establish and participate in joint management of the KITSAP READINESS CENTER (Readiness Center) and its accompanying services in cooperation with the Military and further the parties hereto hereby establish the KITSAP READINESS CENTER JOINT MANAGEMENT GROUP (KRCJMG) which shall be under the direct supervision of the KRCJMG Administrative Board herein created; and that KRCJMG shall represent and make decisions for all parties regarding budgeting, staffing, equipment procurement and utilization, operations, maintenance and planning for the use of the facilities available at the Readiness Center. This agreement supersedes and replaces any and all prior agreements relating to the Readiness Center 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, a Joint Management Group (JMG) was created in 1995 to develop and implement the Kitsap Readiness Center master plan which was intended to provide a joint fire training and emergency services facility; and

WHEREAS, it was believed that each of the parties and the public would benefit through regional coordination and management of the Kitsap Readiness Center; and

WHEREAS, the Kitsap Readiness Center has now been developed and the parties have determined that it is in the best interests of the public to continue to cooperate and utilize the Readiness Center pursuant to a lease with the Military for cooperative training, operations, communications and EMS administrative services; and

WHEREAS, the parties now desire to establish a separate legal entity to provide oversight for the activities of the parties of the KRCJMG at the Readiness Center;

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 a training and emergency services center for the region's emergency service providers;
- b. To replace and supersede the original Kitsap Joint Fire Training and Emergency Service Facility Master Plan Agreement, re-establishing the working relationship between the parties and the Military who were the initial participants of that Agreement;
- c. To establish the current KRCJMG as 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 new KRCJMG, including entering into a lease with the Military for the use of the Readiness Center facilities;
- 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 Readiness Center Joint Management Group*" 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 KRCJMG identified in Section 4 of this Agreement.

3. PARTICIPATION

The Bremerton Fire Department, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, Kitsap County Sheriff’s Office, CENCOM/DEM and the Kitsap County Coroner’s Office participate in the formation and operation of the KRCJMG for the purposes established pursuant to this Agreement. Other governmental organizations may join the KRCJMG upon approval of the KRCJMG 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 KRCJMG pursuant to separate service agreements.

4. MEMBERSHIP AND VOTING RIGHTS OF THE KRCJMG ADMINISTRATIVE BOARD

- A. Membership in the KRCJMG 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 KRCJMG 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 KRCJMG 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 KRCJMG must pay all fees in accordance with this Agreement.
- B. The KRCJMG Administrative Board shall consist of one (1) representative from each participating member agency, each of whom is delegated one vote.

The membership and structure of the KRCJMG 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.

The KRCJMG Administrative Board may, in the event of a permanent vacancy on the Board, solicit the appointment of a replacement member from member agency. In the event that the

member agency fails to appoint a replacement within sixty (60) days of the Board's request, the Board may select a person to fill that vacancy.

5. AUTHORITY AND RESPONSIBILITIES OF THE KRCJMG ADMINISTRATIVE BOARD

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

- a. Establish bylaws that govern the procedures of the KRCJMG Administrative Board and daily operations of the KRCJMG;
- b. Recommend appropriate action for the KRCJMG to the legislative bodies of the participating members;
- c. If determined to be in the best interest of the KRCJMG, appoint an Executive Director;
- d. Provide supervision of an Executive Director;
- e. Establish or cause to be established a fund or funds as authorized by RCW 39.34.030 for the operation of the KRCJMG, provided that with respect to funds for Emergency Management Services those funds shall be administered pursuant to RCW 38.52;
- f. Enter into agreements with, and receive and distribute funds from any federal, state or local agencies, provided that with respect to funds for Emergency Management Services those funds shall be administered pursuant to RCW 38.52;
- g. Determine what services are to be offered by the KRCJMG and under what terms they shall be offered;
- h. Review and adopt annual budgets;
- i. Review and approve budget expenditures;
- j. Enter into agreements with third parties for services necessary to fully implement the purposes of this agreement;
- k. Apply for such federal, state, or private funding of any nature as may become available to assist the KRCJMG in carrying out its purposes and functions;
- l. Purchase, take, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property;
- m. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of property and assets;
- n. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- o. Enter into contracts;
- p. Review and adopt personnel, purchasing and financial policies;
- q. Any and all other acts necessary to further the KRCJMG's goals and purposes.

6. AUTHORITY AND RESPONSIBILITY OF THE KRCJMG DIRECTOR

Should the KRCJMG Administrative Board determine that an Executive Director is necessary to effectively operate the Readiness Center, the Administrative Board shall establish, pursuant to a written job description, the duties and responsibilities of the KRCJMG Director.

7. FINANCING

A. Cost Allocation. All members shall pay the one-time cost assessment and the annual maintenance fees as described in the Bylaws. Such assessments and fees shall be maintained in a Fund identified as Operating Fund # 90921 (the Fund). Non-members shall be assessed fees in accordance with the Bylaws. Additionally, should the Fund created for the operation of the Readiness Center ever become depleted to the point that the purposes of the KRCJMG are unable to be met, the KRCJMG Administrative Board shall determine if additional assessments to the member agencies are necessary. Should the Administrative Board determine that additional assessments are necessary, it shall notify the member agencies of such assessment ninety (90) days prior to such assessment becoming due. If any additional assessments or annual maintenance fees are not paid timely after notice of the assessment/fees are received, the member is subject to having its membership status revoked by majority vote of the KRCJMG Administrative Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Readiness Center shall be paid and accounted for in accordance with Washington State Local Government Accounting procedures.

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

D. Adoption of Budget. By September of each year the KRCJMG 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 KRCJMG Administrative Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the KRCJMG Administrative Board. All expenditures shall be made from the Fund identified earlier.

E. Notice of Budget. On or before September 30, the KRCJMG Administrative Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to

each member agency. On or before November 30, the KRCJMG 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.

F. Accounting, Budgeting, and Reporting. The KRCJMG shall be subject to the Budgeting Accounting & Reporting System (BARS) Cities, Counties and Special Purpose Districts Cash Basis manual.

G. Fiscal Agent. The KRCJMG Administrative Board shall identify a fiscal agent for the KRCJMG.

H. Contracting. All contracts made by or on behalf of the KRCJMG 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.

8. FACILITIES AND PROPERTY

The facilities subject to the use of the KRCJMG are as identified pursuant to Exhibit A of this Agreement. Each party's responsibility as it relates to those facilities identified shall be established pursuant to a Lease agreement hereinafter established.

9. DURATION

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

10. 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.

11. TERMINATION/DISPOSAL OF ASSETS

A. Any member agency has the right to withdraw from this Interlocal Agreement by giving the KRCJMG Administrative Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to the KRCJMG activities until the effective date of withdrawal and with regard to agreements to which the Council is party and which exist at the time of such notice of withdrawal. Withdrawal by one

member agency to the Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Section 11 of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the KRCJMG assets; provided, however, such forfeiture shall not take effect if the KRCJMG dissolves within one (1) year of the date of the withdrawal notice.

- B. Upon dissolution of the KRCJMG, any KRCJMG assets, after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the KRCJMG on the date of dissolution. Distribution of assets shall be in equal distributions as described in the Bylaws, in accordance with Section 7(B) of this Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the KRCJMG shall not constitute a debt, liability or obligation of any member agency. If assets can not reasonably be distributed, the KRCJMG shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of Chapter 43.19 RCW, and shall distribute the proceeds from the sales in equal distributions as established by the Administrative Board.

12. 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 KRCJMG Administrative Board, KRCJMG Director and/or KRCJMG staff shall be borne by the KRCJMG exclusively.

13. INSURANCE

- A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the KRCJMG Administrative Board, member agencies, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the KRCJMG exclusively, and the KRCJMG shall defend such parties, at its cost, upon request by the member agency, Board member, and/or employee.
- B. The KRCJMG Administrative Board shall obtain commercial general liability, and auto liability insurance coverage for the KRCJMG Administrative Board, and any staff employed by the KRCJMG, 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 KRCJMG Administrative Board shall annually evaluate the adequacy of the KRCJMG's insurance coverage.

- C. The KRCJMG Administrative Board shall require that all contractors and subcontractors utilized by the KRCJMG obtain insurance coverage consistent with Section 13(B).

14. 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 KRCJMG 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 11.

15. 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.

16. 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 KRCJMG Administrative Board. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

17. 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.

18. ENTIRETY

This Agreement supersedes all previous JMG interlocal 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.

19. 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.

20. CLAIMS

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

21. 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 KRCJMG 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.

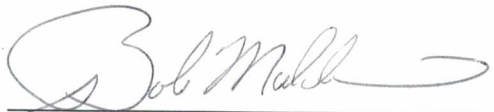
22. EFFECTIVE DATE

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 ____ day of _____, 2012.

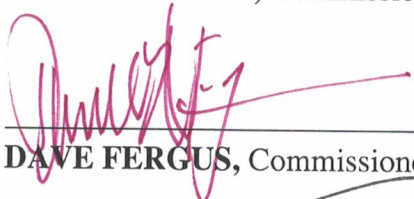
CENTRAL KITSAP FIRE AND RESCUE

by: 
BOB MUHLEMAN, Board Chair

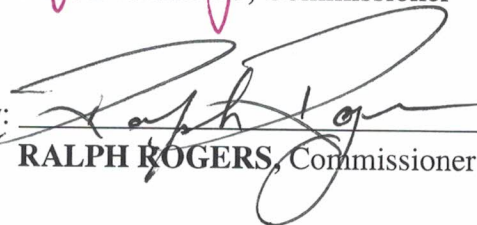
Date of Signing: 14 MAY 12

by: 
KEN ERICKSON, Commissioner

Date of Signing: 14 May 12

by: 
DAVE FERGUS, Commissioner

Date of Signing: 5.14.2012

by: 
RALPH ROGERS, Commissioner

Date of Signing: 5/14/12

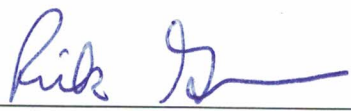
by: 
DICK WEST, Commissioner

Date of Signing: 5-14-12

by: 
ROY LUSK, Fire Chief

Date of Signing: 5-15-12

Attested to:

by: 
RICK GROSS, Board Secretary

Date of Signing: 5/14/12