

## **ANALYTICS PROGRAM SERVICES INTERLOCAL AGREEMENT**

This Interlocal Agreement (“Agreement”) is entered into by Poulsbo Fire Department (“Poulsbo”) and Central Kitsap Fire and Rescue, (“Central Kitsap”) and South Kitsap Fire and Rescue (“South Kitsap”) and North Kitsap Fire and Rescue (“North Kitsap”) and Bremerton Fire Department (“Bremerton”) under the authority of the Interlocal Cooperation Act, R.C.W. Chapter 39.34. Poulsbo, South Kitsap, North Kitsap, Bremerton and Central Kitsap are individually a “party” and collectively the “parties”.

WHEREAS, the Parties are committed to providing adequate data, information, and analytics program services to their respective jurisdictions, and;

WHEREAS, the Parties have engaged in joint data, information, analytics projects to date; and

WHEREAS, the Parties recognize the benefits of cooperation and collaboration in delivering high-quality analytics program services to their staff to support quality decision support.

NOW, THEREFORE, in exchange for the mutual promises contained herein the Parties hereby agree as follows:

### **1. PURPOSE**

- 1.1 The purpose of this Agreement is to provide the sharing of existing, and expanding, analytics resources between the Parties.
- 1.2 The Parties intend to mirror data assembly, data aggregation, data storage, and data display through combined resources including a Data Warehouse, Vendors, Software (Darkhorse, etc.) and other services to accomplish the analytics functions that are required to support the Agencies operations and business.

### **2. SCOPE OF COOPERATION**

- 2.1 Hardware, Software, and Services: The Parties will share in the construction, cost, and maintenance of the existing hardware, software, and services.
- 2.2 Data Analytics: The Parties will share a single Data Analytics vendor across all organizations.

### **3. RESPONSIBILITIES OF THE AGENCIES**

- 3.1 In performing under this Agreement the Parties shall:
  - 3.1.1 Make available their data and information that will be required for various analysis work that is needed to benefit its Party or the combined Agencies.
  - 3.1.2 Participate in annual planning sessions, setting the direction for the coming years analytics project workload.
  - 3.1.3 Maintain the necessary hardware, software, services, and staff to maintain the intent of the Analytics Program Services required by the Agencies.

### **4. FISCAL ARRANGEMENTS**

- 4.1 Central Kitsap shall be the entity that manages the finances of the Analytics Program. As

such, Central Kitsap shall invoice each party annually for their equally allocated portion of the fees described in Section 6 and 7 of the Amended Scope of Work Agreement between Central Kitsap and Darkhorse Emergency Corporation attached hereto as Appendix A.

4.2 Invoice amounts are expected to be \$25,000 from each participating agency in year 1 and \$10,000 each year thereafter (excluding Central Kitsap) for the remaining term of the agreement. Parties agree to remit payment to Central Kitsap within 30 days of the invoice date.

4.3 In the event Fire Chiefs from each Party determine, during the course of the year, that additional expenditures or contributions from one or more participating Agencies are necessary, the Fire Chiefs from each Party shall make a recommendation/request to the appropriate Party.

## 5. RESOURCE SHARING

5.1 The Agencies may explore opportunities for resource sharing, subject to availability, to support the Analytics Program. This may include sharing equipment, materials, personnel, and other necessary resources mutually agreed upon.

## 6. PERSONNEL

6.1 Initially, all Analytics Program Services will be provided by Central Kitsap.

6.2 To the extent this Agreement would result in any personnel changes that affect wages, benefits, or working conditions of any represented employees, the Fire Chiefs from each Party shall assist the governing body of the affected employing Party and affected bargaining unit to address such impacts prior to the implementation of the change.

## 7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and shall remain in effect for a period of five years (or the term of the Darkhorse Contract entered into by Central Kitsap Fire and Rescue) unless terminated earlier as provided herein.

7.2 Parties may terminate their participation in this Agreement by providing written notice of termination to the other Parties, with a notice period of 12 months prior to the intended termination date.

8. NOTICES. All notices, requests, demands, and other communications required by this agreement shall be in writing. Notices to the Poulsbo Fire Department shall be directed to the Poulsbo Fire Chief, Notices to Central Kitsap shall be directed to the Central Kitsap Fire Chief, Notices to South Kitsap shall be directed to the South Kitsap Fire Chief, Notices to North Kitsap shall be directed to the North Kitsap Fire Chief, and Notices to Bremerton Fire Department shall be directed to the Bremerton Fire Chief.

## 9. ADMINISTRATION

9.1 This agreement shall be jointly administered by the Poulsbo Fire Chief, South Kitsap Fire Chief, Central Kitsap Fire Chief, North Kitsap Fire Chief, and Bremerton Fire Chief.

9.2 Spirit of Cooperation. Poulsbo, South Kitsap, North Kitsap, Bremerton and Central Kitsap joint goal is to work with one another at all times in an open, reasonable, and fair manner, and in a spirit of mutual cooperation, so any disagreements, or potential disagreements,

that arise between them regarding any aspect of the subject matter of this Agreement may be settled as quickly and fairly as possible.

- 9.3 Pursuant to R.C.W. 39.34.040, this agreement shall be recorded posted on each department's websites.
- 9.4 Property. The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party during this Agreement shall be held by and remain the property of the acquiring Party.

## 10. INSURANCE / INDEMNIFICATION

- 10.1 Each Party shall maintain in good standing during the term of this Agreement adequate general liability insurance to protect against losses and risks arising out of or related to the Services provided under this Agreement in such amounts as are prudent and customary for the jurisdiction.
  - 10.2 To the extent of its comparative liability, each Party agrees to indemnify, defend, and hold harmless the other Party, and the other Party's elected and appointed officials, employees, agents, and volunteers (and their marital communities) from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys fees, and alternative dispute resolution costs, for violation of any law applicable to a Party, any violation of those policies and procedures adopted by the Parties to accomplish the purposes of this Agreement, any personal injury, or any bodily injury, sick disease, or death, and for any damage to or destruction of any property (including the loss of uses therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents, or volunteers (and their marital communities).
  - 10.3 A Party reserves the right, but shall have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the Party's indemnity obligations under this Agreement.
  - 10.4 All indemnity obligations shall survive the completion, expiration or termination of this Agreement.
11. NONDISCRIMINATION. No Party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
12. GOVERNING LAW, VENUE, FEES. The Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050. Should any Party bring any legal action, each Party in such action shall bear the cost of its own attorney's fees and court costs.
13. COMPLIANCE WITH LAWS. The parties shall comply with all applicable laws, rules and regulations

pertaining to them in connection with the Services provided and matters covered in the Agreement.

14. NO JOINT VENTURE. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.
15. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.

IN WITNESS WHEREOF, the Agencies have caused this Addendum to be duly executed as of the Effective Date first above written.

**CENTRAL KITSAP FIRE AND RESCUE**



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Jason Christian, Fire Chief

**BREMERTON FIRE DEPARTMENT**

  
Patrick McGanney (Apr 19, 2024 15:18 PDT)

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Patrick McGanney, Fire Chief

**SOUTH KITSAP FIRE AND RESCUE**

  
Jeff Faucett (Mar 28, 2024 07:25 PDT)

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Jeff Faucett, Fire Chief

**POULSBO FIRE DEPARTMENT**



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Jim Gillard, Fire Chief

**NORTH KITSAP FIRE AND RESCUE**

  
Rick LaGrandeur (Mar 27, 2024 12:55 PDT)

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Rick LaGrandeur, Fire Chief

# Kitsap County Darkhorse ILA - Final\_240321 - needs signatures

Final Audit Report

2024-04-19

Created:	2024-03-27
By:	Serena Prince (sprince@ckfr.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkr5fl-yscNmI4E_rIG89W1dfbfuzs5_I

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-  Document emailed to Jason Christian (jchristian@ckfr.org) for signature  
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-  Document emailed to Patrick McGanney (patrick.mcganney@ci.bremerton.wa.us) for signature  
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-  Document emailed to Jeff Faucett (jfaucett@skfr.org) for signature  
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-  Document emailed to Jim Gillard (jgillard@poulsbofire.org) for signature  
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2024-04-19 - 5:56:07 AM GMT

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 Agreement completed.

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