

**INTERLOCAL AGREEMENT
BETWEEN
THE PUGET SOUND REGIONAL FIRE AUTHORITY AND THE CITY OF
COVINGTON
RELATING TO FIRE PREVENTION SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the PUGET SOUND REGIONAL FIRE AUTHORITY ("RFA"), and the CITY OF COVINGTON ("Covington").

WHEREAS, the RFA and Covington are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the RFA maintains a professional fire prevention division that regularly performs administration of the fire code and conducts inspections, plan reviews, and/or fire investigations for other agencies including the Cities of Ken, Maple Valley and SeaTac; and

WHEREAS, Covington desires to use the resources of the RFA to assist Covington in managing Covington's fire prevention services; and

WHEREAS, Covington has agreed to compensate the RFA for conducting such services; and

WHEREAS, the RFA and Covington find the working relationship established under previous interlocal agreements to be mutually beneficial to both parties and wish to continue this relationship;

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between the RFA and Covington as follows:

1. Purpose. It is the purpose of this Agreement to establish the framework to allow the RFA to perform the services required to create and maintain the Covington Fire Prevention Bureau. To that end, the RFA hereby agrees to perform for payment the following services for Covington:

- 1.1 Fire Marshal Administrative Services
 - 1.1.1 Fire Code Administration;
 - 1.1.2 Administration of Fire Prevention Programs;
- 1.2 Inspection and Plan Review Services
 - 1.2.1 Inspections pursuant to the IFC;
 - 1.2.2 Plan reviews pursuant to the IFC;
 - 1.2.3 Inspections of businesses associated with licensing and code compliance; and
 - 1.2.4 Approval of hydrant placements.
- 1.3 Fire Investigative Services
 - 1.3.1 Origin and cause investigations;
 - 1.3.2 Criminal investigations limited to arson and other related crimes; and

1.3.3 Pro-active techniques to reduce the occurrence of arson.

2. Administration of Agreement. To carry out the purpose of this Agreement, a two-person board is hereby created to administer this Agreement ("Administrative Board"). The Administrative Board shall consist of the Fire Chief for the RFA and the City Manager or Chief of Police for the City of Covington. The Administrative Board shall meet no less than one time per year to discuss the performance of the obligations of the RFA and Covington pursuant to this Agreement. The Administrative Board may, at its discretion and by mutual agreement, develop policies and procedures to aid in the implementation of this Agreement.

3. Fire Prevention Services

3.1 Designation of Fire Chief and Fire Marshal. For the purposes of enforcement of federal, state, and City laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, Covington hereby designates the Fire Chief of the RFA as the Covington's Fire Chief, and the RFA's Fire Marshal as the Covington's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the RFA and the RFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

3.1.1 Point of Contact. The RFA's Fire Marshal's point of contact shall be Covington's Community Development Director or his/her designee, or other individual as designated by Covington's City Manager.

3.1.2 Information. The RFA's Fire Marshal will make every attempt to keep Covington's point of contact informed and apprised of problems and/or circumstances arising from the administration of the fire code or prevention programs. In return, Covington's point of contact will make every attempt to keep the RFA Fire Marshal informed and apprised of circumstances and/or situations in Covington.

3.2 Fire Marshal Services. Unless otherwise provided for within this Agreement, all work performed by the RFA will be conducted at its offices.

3.2.1 Fire Code Administration. Fire code administration services shall be performed under the authority granted by the International Fire Code as adopted and amended by Covington. When possible, Covington's local code amendments will be adopted in consultation with the RFA's Fire Marshal. If local code amendments are adopted without consulting the RFA's Fire Marshal, Covington will promptly give the RFA's Fire Marshal notice of such local code amendments in order for the RFA to carry out the services provided for in this Agreement.

Administrative rulings, interpretations, and policies shall be retained in accordance with Covington's record retention policies. Covington shall make all changes to its record retention policy promptly available to the RFA. Whenever practical, it shall be the policy to streamline the differences between the RFA and Covington fire code rulings, interpretations, and policies.

3.2.2 Administration of the Preventable Alarm Program. The RFA shall administer the Preventable Alarm provisions in accordance with Covington Municipal Code Chapter 15.30.

3.2.3 Administration of Fire Prevention Programs. Administration of fire prevention programs shall be performed in the same manner in the RFA and Covington.

3.3 Inspection and Plan Review Services.

3.3.1 Inspection Pursuant to the (IFC). The RFA shall perform fire inspections for Covington in accordance with Section 106 of the IFC, and for permits identified in Section 105 of the IFC.

3.3.1.1 Manner of Inspections. Unless otherwise specifically stated in this Agreement, inspections shall be performed for Covington in the same manner and under the same circumstances as such inspections would be performed for the RFA, subject only to any difference provided for in Covington's local code amendments.

3.3.1.2 Frequency of Inspections. The RFA shall perform inspections of all commercial businesses at least annually.

3.3.1.3 Code Enforcement. Although the RFA shall provide inspection services, Covington shall be responsible for taking any action to enforce the provisions of the IFC. Covington shall be fully responsible for bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the IFC and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. The RFA staff who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist Covington with enforcing the IFC.

3.3.2 Plan Review Pursuant to the IFC. The RFA shall review plans for building construction, building alteration, and as required by the IFC and Covington's local code amendments. The RFA will pick up and deliver plans to and from Covington City Hall. All plan review work will be conducted at the RFA's offices.

3.3.2.1 Time for Review. Upon its receipt of plans the RFA shall have two (2) weeks to conduct its initial plan review and to provide comments regarding those plans. If the RFA finds that more time is required to complete its review, the RFA will promptly notify Covington and provide an explanation of why additional time is required. If mutually agreed to by the RFA's Fire Marshal and the Covington's point of contact, this two (2) week review period may be increased or decreased to provide enhanced customer service on a needed basis. Upon completion

of such review, the RFA will return the plans along with any comments to Covington.

3.3.2.2 Availability to Discuss Plans. The RFA shall be available to Covington and the party who submitted the plans to discuss any comments to the plans or the requirements of the IFC and Covington's local code amendments.

3.3.2.3 Issuance of Permits - Collection of Fees. *Covington shall establish all fees and will remain* responsible for issuing all building permits and collecting all permit fees.

3.3.2.4 Records. Except for working copies, all other records, documents, and drawings pertaining to fire prevention services provided for under this Agreement will be maintained at Covington's City Hall and be the sole property of Covington.

3.3.2.5 Other Services Necessary. The RFA will provide additional services necessary during the permit review process, including pre-application review, pre-construction conferences, meetings, phone calls, and other such activities deemed necessary to provide a high level of customer service and effectively implement the intent of this Agreement and of the IFC.

3.3.3 Inspections Associated with Business Licensing. The RFA will provide initial and annual fire and life safety inspections associated with business licensing in Covington.

3.3.4 Approval of Placement of Hydrants. The RFA will approve the placement of all hydrants within Covington for the water purveyors.

3.4 Fire Investigative Services.

3.4.1 Origin and Cause Investigations. Origin and cause investigations shall be performed in accordance with the RFA's Policies and Procedures. Furthermore, investigations shall follow the recommended procedures as outlined by the State of Washington Certified Fire Investigator program.

Origin and cause determinations shall fall into the following categories: Accidental, Incendiary, Natural, and Undetermined. The investigation of the origin and cause of a fire shall be conducted in a timely manner, and all reports and documentation that are produced as a result of the investigation shall be prepared in a timely manner. Reports and documentation produced during an investigation shall be maintained by the RFA for a period of seven (7) years in accordance with the RFA's record retention policy. As the RFA's Fire Investigators are commissioned law enforcement personnel, any evidence gathered during a criminal investigation shall be maintained by the Kent Police Department in accordance with Kent policies and procedures relating to the retention of evidence of other crimes. Covington's Police Chief shall complete and execute that Level of Service Interlocal Agreement, attached as EXHIBIT A hereto and fully incorporated by this reference,

to establish the scope of law enforcement authority of the commissioned investigators within the City limits.

3.4.2 Criminal Investigations Limited to Arson and Other Related Crimes. In the event of an incendiary fire cause, the RFA shall conduct an appropriate criminal investigation to include evidence collection, witness interviews, follow-up documentation, suspect interrogations, and suspect arrest when probable cause exists. In the event that it is determined that the incident originated as a result of an explosive device, a King County Sheriff's Office Bomb Disposal Unit Detective will be called and a cooperative or parallel investigation will be conducted. Every effort shall be made to have a uniformed Covington Police Officer present when effecting arrests in Covington. All proper documentation shall be completed for the filing of criminal charges as per the King County Prosecutor Filing Guidelines.

3.4.3 Proactive Techniques to Reduce the Occurrence of Arson. The RFA recognizes that by taking a proactive stance to combat arson, many smaller arson fires may be prevented before larger fires are caused. Therefore, the RFA shall employ proven techniques used to identify arson offenders. These include, but are not limited to, conducting surveillance, pin mapping, and intelligence gathering when appropriate and in accordance with applicable laws.

3.3.4 Information. The RFA shall make every attempt to keep Covington's Police Chief informed as to the status of all fires that occur in the Covington by providing a monthly report, in a form approved by Covington's Police Chief, by the 5th of the following month. The RFA shall continue to provide the King County Sheriff's Office with monthly Uniform Crime Reporting Program statistical data.

4. Duration. This Agreement shall become effective on January 1, 2019. Should this Agreement be ratified by the legislative bodies of Covington and the RFA after January 1, 2019, this Agreement shall be effective retroactively as of January 1, 2019. Unless terminated as provided for in Section 7, this Agreement shall remain in full force and effect through December 31, 2021. This Agreement may be extended by mutual written agreement of the parties subject to the ratification of such extension by the legislative body of each city, and the execution of an appropriate contract amendment.

5. Payment to the RFA.

5.1 In consideration of this Agreement and the services provided, Covington will pay the RFA an hourly rate as identified in subsection 5.2 for each hour of all work performed by RFA staff. Each hour shall be divided into fifteen (15) minute increments, or four (4) units. Covington shall pay for each fifteen (15) minute increment, which shall be rounded to the nearest fifteen (15) minute increment. Covington shall be required to pay the RFA regardless of whether Covington is paid or collects its fees from permit applicants or other responsible parties for the services rendered by the RFA staff. At the end of each quarter, the RFA will invoice Covington for the services provided during that immediately preceding quarter by the 10th of the following month. For the purposes of this Agreement, quarters shall end on March 31, June 30,

September 30, and December 31 of each year. Covington will remit payment to the RFA within thirty (30) days from the date of the RFA's invoice.

5.2 Hourly Rate.

5.2.1 Fire Marshal. Covington shall pay the RFA an hourly rate of \$165.02 per hour for work performed by RFA's Fire Marshal.

5.2.2 Other Sworn Personnel. Covington shall pay the RFA an hourly rate of \$138.84 per hour for work performed by all other RFA staff, excluding RFA's Fire Marshal.

5.2.3 Annual Adjustment. Each year, the hourly rates charged under this Agreement will increase by the amount equal to the percentage increase in the Consumer Price Index (CPI-W) for Seattle-Tacoma-Bellevue (All Urban Wage and Clerical Workers) for the previous year from the period of June to June. The rate will be rounded to the nearest cent.

5.3 Billing Dispute. In the event that there is a dispute regarding the amount of money owed by Covington to the RFA, the Administrative Board shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the disputed amount shall be placed into the registry of the King County Superior Court until the dispute is resolved by agreement of the parties or in accordance with the dispute resolution process identified in Section 10.2.

5.4 Reconciliation of Amount Due After Termination or Expiration. Within thirty (30) days of the effective date of this Agreement's expiration or earlier termination, the RFA shall submit to Covington a statement as described in subsection 5.2 of this Agreement for the past quarter or part thereof. Within thirty (30) days of submitting the statement, the parties shall reconcile the account and determine the amount Covington owes to the RFA for unpaid services. Final payment and settlement of accounts shall occur within ninety (90) days of the effective date of termination of the Agreement.

6. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by the RFA shall remain the property of the RFA and any property owned by Covington shall remain the property of Covington.

7. Termination.

7.1 Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with 180 days advance written notice of such termination.

7.2 Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

7.3 Termination for Breach. The RFA may terminate this Agreement with fourteen (14) days advance written notice upon the failure of Covington to make payments as required by this Agreement. Covington may terminate this Agreement upon fourteen (14) days advance written notice in the event

the RFA fails to provide services as required in this Agreement except disputes handled per Section 5.3.

8. Indemnification and Hold Harmless. Covington agrees to defend, indemnify, and hold harmless the RFA and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Covington or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Covington or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.

The RFA agrees to defend, indemnify, and hold harmless Covington and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by the RFA or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the RFA or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

9. Insurance. The RFA and Covington shall carry and maintain, for the duration of this Agreement, general liability, automobile liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington with the following minimums:

<u>General Liability:</u>	\$1 million per occurrence; and
<u>Automobile Liability:</u>	\$1 million per occurrence; and
<u>Property Damage:</u>	\$1 million per occurrence; and
<u>Errors and Omissions:</u>	\$1 million per occurrence.

The insurance policies shall be endorsed to name the other party of this Agreement and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall have a thirty (30) days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be "occurrence based" rather than "claims made." In the alternative, each city may satisfy the requirements of this section by becoming or remaining a

participant in an authorized self insurance pool in the state of Washington with protection equal to or greater than that specified herein.

10. Miscellaneous.

10.1 Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

10.2 Resolution of Disputes and Governing Law.

10.2.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10.2.2 If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

10.2.3 If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

10.2.4 Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

10.2.5 Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in

contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

10.3 Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

The parties recognize that the RFA may enter additional interlocal agreements with other government agencies for the performance of the work called for in this Agreement. The parties also recognize that the RFA may become a party to an interlocal agency in conjunction with other south county municipalities for the purpose of performing the work called for in this Agreement. Covington agrees that by signing this Agreement, the performance of the work called for in this Agreement may be performed by an interlocal agency in which the RFA is a party, and that investigators who are employed by jurisdictions other than the RFA which are a party to that other interlocal agreement may perform the work called for in this Agreement; provided that all other terms of this Agreement shall apply to the performance of the work in Covington.

10.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.

10.5 Compliance with Laws. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

10.6 Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

10.7 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

10.8 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

10.9 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently

given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

COVINGTON:

CITY OF COVINGTON:


By:  _____

Print Name: Regan Bolli
Its City Manager

DATE: 12-18-18

PUGET SOUND RFA:

THE PUGET SOUND REGIONAL FIRE AUTHORITY:

By:  _____

Print Name: Matthew Morris
Its Fire Chief

DATE: 2-13-19

NOTICES TO BE SENT TO:

Regan Bolli, City Manager
City of Covington
16720 SE 271st Street
Covington, WA 98042


(253) 480-2400 (telephone)
(253) 480-2401 (facsimile)

NOTICES TO BE SENT TO:

Matthew Morris, Chief
Puget Sound RFA
24611 116th Ave SE
Kent, WA 98030

(253) 856-4300 (telephone)
(253) 856-6300 (facsimile)

APPROVED AS TO FORM:



Kathy Hardy,
City Attorney

APPROVED AS TO FORM:

Brian Snure,
RFA Attorney

**EXHIBIT A
FIRE INVESTIGATION
LEVEL OF SERVICE AGREEMENT**

The Puget Sound Regional Fire Authority "RFA" provides fire investigative services to the Cities of Kent, Covington, and SeaTac.

The RFA fire investigators are specially commissioned peace officers commissioned by the Chief of the Kent Police Department pursuant to RCW 10.93.090.

In order to clearly establish the level of service and scope of authority that the specially commissioned fire investigators have in each City served by the RFA, each City hereby completes the following Level of Service Designation;

Level of Service Designation

City of COVINGTON "City"

Dated: 12-18-18

RFA investigators are authorized to perform the following fire investigative services within the jurisdiction of the City.

Level of Service (initial appropriate boxes)



1. Cause and origin investigations. (May be performed by noncommissioned NFPA 921 trained fire investigators)



2. Post blast investigations. (May be performed by noncommissioned NFPA 921 trained fire investigators)



3. Level of Service No. 1 and/or No. 2 plus follow up criminal investigations by commissioned investigators.



4. Level of Service No. 3 plus arrests, if warranted, by commissioned investigators with coordination and assistance from local law enforcement.



5. Level of Service No. 4 plus filing charges with appropriate court by commissioned investigators with coordination and assistance from local law enforcement.

This Level of Service Designation constitutes a limited mutual law enforcement assistance agreement for purposes of fire investigations pursuant to RCW 10.93.090(2) the following provisions are intended to modify the liability provisions of RCW 10.93.040 and shall define the relationship between RFA and City.

Indemnification. The RFA and the City shall each be responsible for the wrongful or negligent actions of its employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability. To that end, each Agency promises to indemnify, defend and hold harmless the other Agency from any loss,

claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each Agency shall be solely responsible for its own attorney fees and any litigation related costs.

Nothing herein shall be interpreted to:

Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.

Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.

Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Notice of Claims or Lawsuits. In the event a claim is filed or lawsuit is brought against a party or its employees for actions arising out of their conduct in support of this Agreement that party shall promptly notify the other party that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each party.

This agreement shall remain in force until revoked or modified by the City Police Chief in writing.

By:  _____
Police Chief