

**INTERLOCAL AGREEMENT BETWEEN
CITY OF BREMERTON & SOUTH KITSAP FIRE AND RESCUE
REGARDING EMS & FIRE PROTECTION SERVICES
TO SOUTH KITSAP INDUSTRIAL AREA**

THIS AGREEMENT is entered into this 18th day of November, 2009, between the **CITY OF BREMERTON**, a Washington municipal corporation, hereinafter referred to as "City," and **SOUTH KITSAP FIRE AND RESCUE**, a Washington municipal corporation, hereinafter referred to as "South Kitsap Fire." Herein, City and South Kitsap Fire shall also be generically referred to together as "parties", or singularly as "party".

Washington State's Interlocal Cooperation Act, RCW, Chapter 39.34, encourages local government units to enter into agreements with one another on a basis of mutual advantage in order to make the most efficient use of their resources for the benefit of their respective citizens.

Recently, the City annexed into its jurisdictional boundaries real property located in the South Kitsap County Industrial Area ("SKIA"). The SKIA location subject to this agreement is illustrated on the map located on the attached "**EXHIBIT A**", and identified as all areas inside the City limits, which by this reference is incorporated herein and made a part hereof.

Historically, South Kitsap Fire has provided emergency medical services ("EMS") and fire protection services to the entire South Kitsap County Industrial Area, because this area has been located in South Kitsap Fire's jurisdictional response area.

Because South Kitsap Fire has continued to provide first response EMS and fire protection services to SKIA after its annexation into the City, pursuant to an informal agreement between the City and South Kitsap Fire, and because South Kitsap is better able, because of the location of its fire stations, to continue providing first response EMS and fire protection services to this area, the parties agree South Kitsap Fire shall continue providing first response EMS and fire protection services to the entire SKIA area, according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. **First Response Services Provided by South Kitsap Fire to the City.** South Kitsap Fire shall provide first alarm fire protection and EMS services (Basic Life Support [BLS] and Advanced Life Support [ALS]), and annual fire inspections to SKIA. The type and level of services it provides to this area shall be the same as it has historically provided in the past.

2. **CenCom Dispatch Run Cards.** The dispatch run cards maintained and followed by CenCom's dispatchers shall be maintained, as in the past, to reflect the first responder obligation of South Kitsap Fire into SKIA, to reflect the first responder obligation of South Kitsap Fire into the entire SKIA area.

3. **Incident Command.** When one party responds into the other party's jurisdictional service area as a result of this Agreement, incident command shall be determined according to the Incident Command System protocol followed by the parties.

4. **Service Fees.** Compensation: The City of Bremerton shall pay South Kitsap Fire and Rescue \$57,000 annually, unless modified as described in Section 6 below, for fire and EMS services provided to the SKIA area pursuant to this agreement. Such amount shall be paid to SKFR by December 31 of each year that this agreement is in effect. However, such amount shall be adjusted annually to reflect any revenues (excepting ALS and BLS transport fees paid to SKFR) received by SKFR for services provided to the SKIA area. SKFR shall provide to the City of Bremerton an accounting of all revenues (excepting ALS and BLS transport fees) collected for services provided within the SKIA area prior to November 30 of each year that this agreement is in effect. Upon receipt of such accounting, the City of Bremerton will subtract the amount of revenues received from \$57,000 and pay the remaining sum to SKFR.

5. **Ambulance Transport Billing.** It is agreed that, because of Medicare requirements, that billing for ambulance transports shall originate from the transporting agency and be billed directly to the person transported.

6. **Contract Review.** During or about each three year anniversary date that this Agreement is in effect, representatives from the City and South Kitsap Fire shall meet to determine what adjustments to compensation from the City to South Kitsap Fire for its services hereunder are appropriate. Compensation adjustments shall be set forth in writing, signed by the parties' representatives, and appended to this Agreement.

7. **Party Representatives.** Each party shall designate one of its members to act as its representative to the other party, should the other party have any questions, comments, and/or concerns regarding implementation of this Agreement. Each party shall keep the other party apprised, on a current basis, of the name and contact information for its representative. Initially, the representative for South Kitsap Fire shall be CHIEF WAYNE SENTER, and the representative for the City Fire Department shall be CHIEF AL DUKE.

8. **Hold Harmless Provisions.** Each party shall be solely responsible and liable for the consequences of any negligent or wrongful act, or failure to act, by its employees, representatives, and/or agents, in carrying out its obligations hereunder; and such party shall hold the other party harmless from all said wrongful conduct, and shall indemnify the other party from any and all losses of every kind and nature, including attorney fees and costs, arising from any claim or action related to its sole negligence.

9. **Cooperation / Disputes.** The parties shall strive to cooperate with one another in all reasonable respects, and at all reasonable times, so the terms and spirit of this Agreement may be fully implemented for the benefit of both parties and the public they serve.

If any disputes arise between the parties regarding this Agreement and its implementation and/or interpretation, each shall strive in good faith to settle all such disputes in a timely and reasonable manner at the lowest possible level, with each being mindful and reasonably accommodating of the interests and concerns of the other party.

10. **Duration / Termination / Notices.** This Agreement shall remain in effect indefinitely until terminated by either party according to the provisions of this section. It may be terminated by either party without cause at the conclusion of any calendar year, by the terminating party submitting written notice to the other party of its intent to terminate this Agreement at least 120 days prior to the end of any given year.

For purposes of receiving written notices under this Agreement from each other, the contact persons and addresses for submitting notices to the other is as follows:

CITY OF BREMERTON FIRE DEPARTMENT
c/o CHIEF AL DUKE
911 Park Avenue
Bremerton, WA 98337

111209
INTERLOCAL AGREEMENT BETWEEN
CITY OF BREMERTON & SOUTH KITSAP FIRE
REGARDING FIRE PROTECTION AND
EMS SERVICES TO SKIA

SOUTH KITSAP FIRE AND RESCUE
c/o CHIEF WAYNE SENTER
1974 Fircrest Drive SE
Port Orchard, WA 98366

If the name or address of the contact person for either party ever changes, that party shall promptly notify the other party of its new contact person and/or address for the receipt of notices. All notices hereunder shall be deemed delivered to the receiving party two business days after being deposited for mailing at a U.S. mail postal drop in western Washington.

11. Complete Agreement. This Agreement constitutes the full and complete agreement of the parties as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

12. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. Approval of Parties. The Bremerton City Council duly considered and approved this Agreement at its regularly scheduled council meeting held on the 12th day of November, 2009, and authorized the individual(s) signing this Agreement hereafter to sign the same on its behalf.

South Kitsap Fire 's board of commissioners duly considered and approved this Agreement at its regularly scheduled board meeting held on the 12th day of November, 2009, and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

14. Agreement to be Filed with County Auditor. Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed with the Kitsap County Auditor by the City as soon as reasonably practical after its execution. The City shall thereafter provide a fully conformed filed copy hereof to South Kitsap Fire.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates appearing by their respective signatures to evidence their consent to all its terms:

CITY OF BREMERTON

by: *Eric McConnell*
Mayor

Date of Signing: 11/18/09

APPROVED AS TO FORM:

by: 
ROGER LUBOVICH, City Attorney

ATTESTED TO:

by: *Carol Etgen*
CAROL ETGEN
Bremerton City Clerk

Date of Signing: 11/18/09

SOUTH KITSAP FIRE AND RESCUE

by: 
DUSTY WILEY, Board Chair

Date of Signing: 11-12-09

by: 
DAVID GELSLEICHTER, Commissioner

Date of Signing: 11-12-09

by: 
PAUL GOLNIK, Commissioner

Date of Signing: 11-12-09

by: 
DARLA HARTLEY, Commissioner

Date of Signing: 11/12/09

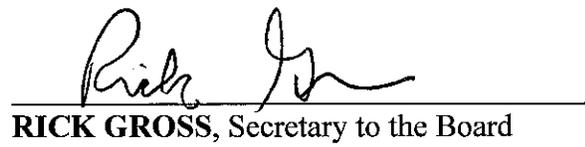
by: 
GERALD PREUSS, Commissioner

Date of Signing: 11-12-2009

by: 
WAYNE SENTER, Fire Chief

Date of Signing: 11-18-09

Attested to:


RICK GROSS, Secretary to the Board

Date of Signing: 11/12/09



SKIA Property Owners

EXHIBIT A

Legend

City Lots	Neighborhood Business
Tax Parcels	Freeway Corridor
SKIA LDA	Industrial
Regional Center	Industrial Park
District Center	Marine Industrial
Manufacturing/Industrial Center	Higher Education
Neighborhood Center	Open Space
Employment Center	Puget Sound Naval Shipyard
Low Density Residential	Public Sector Redevelopment Site
City Core Residential	Waterland
Commercial Corridor	City Utility Lands
Urban Way Redevelopment Corridor	Transportation, Utilities, and Public Facilities
Limited Commercial	

2004 City of Everett Comprehensive Plan - Ordinance 407
 City of Everett Planning Department, 2004 - Ordinance 407, 2007 - 2017 - Ordinance 5002. See also: Planning Department website for more information on the Comprehensive Plan. The City of Everett Planning Department is not responsible for the accuracy of the information shown on this map for any other purpose.
 Map Date: 10/10/17
 Scale: 1" = 100'

