

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT ORCHARD  
AND KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7 (SOUTH KITSAP FIRE  
AND RESCUE) REGARDING FIRE PREVENTION DUTIES AND RESPONSIBILITIES**

**Contract No. 019-22**

THIS AGREEMENT ("Agreement") is entered into between the City of Port Orchard ("the City) and Kitsap County Fire Protection District No. 7, South Kitsap Fire and Rescue ("the District") under the authority of the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, the City annexed to the District in 2001, and the District provides fire protection to the City, pursuant to Chapter 52.04 RCW and Port Orchard Municipal Code (POMC) 2.12; and

WHEREAS, since the time of the annexation, the City and the District have worked together pursuant to the terms of interlocal agreements, the most recently enacted dated December 14, 2016, under which the responsibilities of the parties for fire prevention activities were clearly delineated ("2016 Interlocal Agreement"); and

WHEREAS, the City adopted the International Fire Code (IFC), as amended by the City, as the official fire prevention code of the City of Port Orchard, and the City is obligated to enforce that code; and

WHEREAS, the District is authorized, pursuant to RCW 52.12.031, to perform building and property inspections consistent with the IFC necessary to provide fire prevention services and pre-fire planning within the District; and

WHEREAS, the City has fire investigation authority under RCW 43.44.050; and

WHEREAS, the District has the ability to coordinate resources to conduct fire investigations to determine the origin and cause of fires within the City pursuant to RCW 43.44.050; and

WHEREAS, this Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the District has agreed to perform the duties described herein within the City, the parties have come to a mutual understanding as to their responsibilities and wish to set forth that understanding in writing; NOW, THEREFORE,

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Purpose of Agreement.** The purpose of this agreement is to set forth the mutual understanding of the parties as to the District's fire prevention duties and responsibilities within the City. This Agreement supersedes all previous agreements between the parties for these purposes.

**2. District's Duties and Responsibilities.** Within the City of Port Orchard, the District provides comprehensive fire suppression services, emergency medical services, and emergency hazardous substances response services. With respect to fire prevention services, review and inspection services and other services incidental to the protection and public safety of persons and property in the city of Port Orchard, the parties agree that the District will be responsible for providing the services listed below in the manner indicated.

**2.1 Fire Investigations:** The District agrees to provide for all fire investigations and reporting of investigations to the National Fire Incident Reporting System (NFIRS) on behalf of the City of Port Orchard, and shall ensure adequate personnel, resources and material appropriate to supply fire investigation services on an "on-call" status of twenty-four (24) hours per day are available. The term fire investigation services shall include but is not limited to: (i) acting as the on-scene agency responsible for the investigation; (ii) origin and cause determinations; (iii) documenting and recording the scene; (iv) identification, collection and preservation of evidence; (v) witness interviewing; (vi) assisting local law enforcement; (vii) preparation of initial and follow-up reports; and (viii) court appearances. The District will be authorized to use other authorized Public Agencies to conduct investigations, at the discretion of the District. In the event that outside resources are needed (e.g. ATF, FBI, KCSO, etc.) the District, or its authorized appointee, will be the point of contact in these circumstances. The District agrees to provide this service to the City of Port Orchard for no compensation. In the event, however, the current level of service associated with providing Fire Investigation shall ever significantly increase beyond the current level of service, or the District is no longer able provide this service pursuant to its current partnerships with other public agencies, the Parties agree to negotiate to determine the appropriate amount of compensation for the District to provide this service.

**2.2 Permit Issuance:** The District is responsible for the receipt of applications for and the issuance of the following:

**2.2.1 Outdoor Burning:** The District is responsible for issuing permits for outdoor burning, consistent with Chapter 52.12 RCW and the International Fire Code, and per the District's adopted procedures and rules governing these activities. The District will provide findings of fact and citations of applicable law to the applicant for any decision to condition or deny a fire code permit.

**2.2.2 Special Burn Permits:** The District will issue special burn permits and keep a record of all burn permits issued within the City boundaries. The District may establish a fee for this service and the District may collect said fee directly from the permittee.

**2.3 Special Events, Carnivals and Circuses.** Upon receipt of a complete application for a Special Event (defined at POMC 5.94.030) or Circus/Carnival (defined at POMC 5.32.020 and 5.32.030), the City shall provide the District with a copy of the application. Consistent with POMC 5.94.080 and 5.32.010, the District shall make a determination as to the need for on-site fire watch and/or emergency medical personnel for the event. In determining the need for personnel for the event, the District shall consider factors including but not limited to the location, number of anticipated participants and spectators, and type of event, including the application of appropriate codes and ordinances. If fire watch and/or emergency medical personnel for the event are deemed necessary by the District, the District shall notify the applicant, and the

applicant shall be responsible for securing fire watch/emergency medical personnel reasonably acceptable to the fire chief at the sole expense of the applicant, and shall prepay the expenses of such protection to the District. Only state-certified, licensed professional fire/emergency medical personnel shall be used for this purpose, preferably South Kitsap Fire and Rescue employees and equipment.

**2.4 Consultation on Inspections.** In order to serve the residents of Port Orchard, upon the City's request, if the District has personnel capable of providing an opinion, the District will provide an opinion to report on unusual, detailed or complex technical issues subject to the approval of the City. This includes, but is not limited to, inspection and permitting consultation on Knox Boxes, Fire Department Connections (FDC's), Emergency Responder Radio Coverage Systems, Marina Standpipe Identification Methods, Building Address Identification, and other similar systems.

The District may establish a reasonable hourly fee for these consultation services, identified on Exhibit A hereto.

**2.5 Public Fire Safety Education:** The District will continue its existing related public safety campaigns, messages, and programs. These include but are not limited to: juvenile fire setters, fire safety education in public and private schools, public appearances, public CPR training, and smoke detector programs.

**2.6 Fire Code Enforcement:** The District will notify in writing the City of Fire Code violations the District observes as soon as reasonable practicable of the observed non-compliance. Once notified by the District, the City is responsible for Fire Code enforcement.

**2.7 Inspection Records.** The District will provide the City access to all inspection records pertaining to fire and life safety inspections within the City in its possession. All existing City records shall be maintained per records retention rules as issued by the Washington State Archives Office.

**2.8 Hazardous Materials Emergency Assistance Agreements.** Consistent with POMC Chapter 2.14, the District shall serve as the incident command agency for all hazardous material incidents within the corporate limits of the city of Port Orchard. The fire district and the city of Port Orchard together and separately shall reserve the right to recover costs for incident response and incident cleanup, as outlined in RCW 4.24.314 for extraordinary cost incurred due to a hazardous materials incident in accordance with fee schedule as adopted by the Washington State Fire Services Resource Mobilization Plan.

**3. Optional District Responsibilities:** At the District's option, the District may perform the following additional functions:

**3.1 Plan and Permit Review:** The City will provide notice to the District of the following and the District is invited to provide comment as to compliance with the IFC and consideration of health, safety, and the general welfare of the residents of Port Orchard:

**3.1.1** Site development plans and permits;

3.1.2 Land use permits;

3.1.3 Construction permits; and

3.1.4 Occupancy permits.

**3.2 Meeting and Hearing Attendance:** The City will invite the District to send a representative to attend the following:

3.2.1 Pre-application meetings, land use hearings, and pre-construction meetings; and

3.2.2 Operational and Technical Review – Construction / Development: The District will be invited by the City to provide personnel to attend meetings and give fire and life safety comments to operational review.

**3.3 Provide input to the City on fire codes, policy, procedure, rules, and regulations as needed:** The City will invite the District will provide input to the City on all items related to the IFC.

**3.4 Adopt codes and ordinances related to fire safety:** The City will provide notice of any proposed code and ordinance amendments/changes and will consider the input from the District, if any, when adopting City codes and ordinances related to fire safety.

**4. Fire Station 31 on Tremont Ave.** The parties have previously agreed to certain conditions on the use by the District of the real property known as Fire Station 31, located on Tremont Avenue in Port Orchard, Washington, and described more particularly in Exhibit A, attached hereto (hereinafter “Real Property”), which was conveyed by statutory warranty deed by the City to the District in 2002 with certain conditions subsequent included in the deed. The parties hereby confirm their agreement that, if the District ceases to use the Real Property for District purposes prior to January 2, 2027, the Real Property shall revert back to the City. In that event, the District shall convey the Real Property, and all improvements, back to the City for no consideration via a statutory warranty deed free of any liens or encumbrances created by or as a result of the actions of the District. “District purposes” means that the sole uses are for fire prevention, District administration, medical and/or fire protection services. The reversion of the Real Property shall have no effect on the District’s obligation to continue to provide the services set forth in this Agreement. For purposes of the condition subsequent, an attempted sale of the Real Property shall be deemed “ceasing to use” the Real Property for District purposes. Provided, however, if the purpose of the sale is to use the funds to build a new fire station within the city limits of Port Orchard, then the proceeds of such sale may be used for that purpose, and the condition subsequent referenced above shall be recorded against the new fire station property. In addition, the District will allow the use of the Real Property by the public according to the regulations it has established and will establish in the future for the use of District facilities by the public. Provided, there will be no charge to the City for the use of the facility for meetings scheduled. The District shall be solely responsible for adequately insuring the Real Property and all personal property contained therein according to the District’s practices and procedures for insuring its real and personal property throughout the remainder of its jurisdictional boundaries.

The District shall, at its cost and expense, comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to its use and occupancy of the Real Property, including those related to environmental requirements and the handling of hazardous waste or materials. The District agrees that it will not dispose of or otherwise allow the release of any hazardous waste or materials in, on or under the Real Property, or any adjacent parcel, or in any improvements placed on the Real Property. The District shall indemnify, defend and hold the City harmless from and against any and all losses, suits, obligations, fines, penalties, judgments, claims, costs, damages and expenses of any kind asserted against the City, including attorneys' fees, response and other associated remedial costs that result from or arise in any way from the District's use of the Real Property. The District's obligations under this section shall survive the expiration or termination of this Agreement.

**5. Future McCormick Park Fire Station Site.** Until such time as it develops its new fire station on Parcel 052301-4-019-2004, the Fire District authorizes the City to make use of said parcel for purposes related to the development of the McCormick Village Park. In particular, the District will allow the City to use said parcel for all reasonable parking needs, construction activities, grading and other similar uses relating to the construction and use of McCormick Village Park. No consideration will be due from the City to the District for such uses.

City shall comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to its use and occupancy of said parcel.

City further agrees that it shall not dispose of or otherwise allow the release of any hazardous waste or materials in, on or under said parcel, or any adjacent property, or in any improvements placed on the parcel. The City shall comply, at its cost and expense, with all environmental statutes, regulations, ordinances, and orders, decrees or judgments of any governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal or cleanup of hazardous waste or material in, on or under said parcel or any adjacent property or in any improvements placed on the parcel.

The City shall indemnify, defend and hold the District harmless from and against any and all losses, suits, obligation, fines, penalties, judgments, claims, costs, damages and expenses asserted against the District by third parties, including attorney's fees, response and other associated remedial costs, diminution of value and all loss and liability related to any and all personal injury, property damage or damage to natural resources arising out of or in any way related to the City's use of the parcel, including, but not limited to, environmental contamination or hazardous substances on or under the parcel or the improvements thereon and to the remediation thereof, and any and all cleanup, correction or any other remedial work with respect to any environmental contaminant which may be present upon the parcel, whether the performance of such work is required by any governmental agency, third party or undertaken pursuant to an order imposed by any court or governmental agency. The City's obligation under this section shall survive the expiration or termination of this Agreement. At a future date when the District develops this property for a fire station, the parties may agree to mutually amend this section of this agreement.

**6. General Provisions:** The duties herein establish the parties' mutual understanding of the duties and responsibilities the District is agreeing to perform on behalf of the City within the City. Nothing in the preceding list or in any other provision of this Agreement is intended to establish or acknowledge the existence of any duty or responsibility to any third party to perform any of the activities set forth herein. This agreement creates no rights in third parties.

**6.1 Duration of Agreement.** This Agreement shall take effect on January 1, 2022, and shall continue in full force and effect thereafter for five (5) years, unless or until terminated as provided in herein.

**6.2 Termination.** Either party may terminate this Agreement at any time by giving the other party sixty (60) days' written notice of the intent to terminate; PROVIDED that the provisions of Paragraphs 4, 5 and 6.3 shall survive the termination of this Agreement.

**6.3 Insurance/Mutual Indemnification.** Each party shall carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party during the performance of any obligation pursuant to this Agreement. Each party also agrees to indemnify, defend and hold harmless the other party and its elected and appointed officials, officers, employees and agents, from and against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees or agents in the performance of this Agreement. Solely for purposes of this indemnification provision, each party waives the immunity it would otherwise enjoy under RCW Title 51 (Industrial Insurance) and acknowledges that this waiver was mutually negotiated by the parties.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, and volunteers, the City's and/or District's liability hereunder shall be only to the extent of the City's and/or District's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

**6.4 No Joint Entity or Property.** No joint entity or enterprise is created by this Agreement and no property will be acquired by the parties under this Agreement and each party will retain independent title to any property acquired by that party and used in the performance of the duties and responsibilities provided herein.

**6.5 Administration.** This Agreement shall be administered by the City's Mayor and the District's Fire Chief.

**6.6 Notice.** Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

To the City: Mayor Rob Putaansuu  
City of Port Orchard  
216 Prospect Street  
Port Orchard, WA 98366

To the District: Chief Jeff Faucett  
Kitsap County Fire Protection District No. 7 (SKFR)  
1974 Fircrest Dr SE  
Port Orchard, WA 98366

or to such other persons or addresses as may be provided, from time to time, by the parties. Notices given by mail shall be deemed received three (3) days after the same are placed in the U.S. Mail, postage prepaid, addressed as provided in this section.

**6.7 Severability.** In the event that any section, sentence, clause, or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

**6.8 No Waiver.** Any party's failure to insist upon strict performance of another party's covenants or agreements, or to exercise any rights, shall not be deemed a waiver or relinquishment by such party, and such covenants, agreements and rights shall continue in full force and effect.

**6.9 Compensation.** The City shall pay the District for the services set out in Section 2.4, in accordance with the terms set out herein, set by the Washington State Fire Services Resource Mobilization Plan. The City shall have no payment obligation beyond the terms of this Agreement. Where payment is required from the City in accordance with the terms of this Agreement, District staff time shall be billed in one-tenth hour increments. The District shall provide the City with a written invoice for services rendered no later than sixty (60) days after the date on which the services were rendered, and the City agrees to remit payment within sixty (60) days of receipt of an invoice. All billing invoices and payments shall be delivered to the following:

To the City: Finance Department  
City of Port Orchard  
216 Prospect Street  
Port Orchard, WA 98366

To the District: Chief Jeff Faucett  
Kitsap County Fire Protection District No. 7 (SKFR)  
1974 Fircrest Dr SE  
Port Orchard, WA 98366

**6.10 Records.** Both parties shall maintain records to document obligations performed under this Agreement. Both parties shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice and without fee.

**6.11 Contingency.** The obligations of the City in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. If funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, the City may terminate the contract under the terms of this Agreement.

**6.12 Privileges and Immunities.** All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation, and other benefits which apply to the activities of the District employees while performing their functions consistent with this Agreement within the territorial limits of the City of Port Orchard shall apply to the same degree and extent while they were engaged in the performance of any of their authorized functions and duties within the District.

**6.13 Integrated Agreement.** This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by both parties hereto, and duly authorized by the governing body for each party. There are no other verbal or other agreements that modify or affect this Agreement.

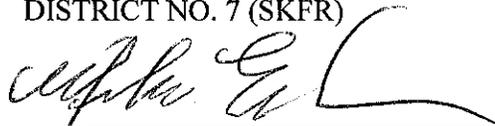
**6.14 Cooperation / Disputes.** The parties shall strive to cooperate with one another in all reasonable respects and at all reasonable times so the terms and spirit of this Agreement may be fully implemented for the benefit of both parties and their constituents.

**6.15 Filing of Agreement.** In order to carry out the requirements of RCW 39.34.040, the parties shall file a certified copy of this interlocal agreement with the Kitsap County Auditor or, alternatively, list the same by subject on each party's website before the same becomes effective.

**6.16 Reasonable Interpretation.** For the reason that both parties hereto have had ample opportunity to provide input for the preparation of this Agreement, it shall not be interpreted in favor of or against either party. Rather, it shall be provided with a reasonable interpretation to the end that its terms and intent may be fully and reasonably implemented.

CITY OF PORT ORCHARD

KITSAP COUNTY FIRE PROTECTION  
DISTRICT NO. 7 (SKFR)



Mayor Rob Putaansuu

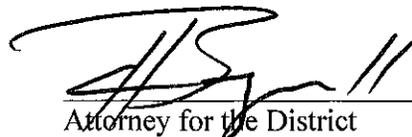
Chairman Miche Eslava

Date: 2-3-2022

Date: 02-10-2022

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:



Brandy Wallace, MMC, City Clerk

Attorney for the District

APPROVED AS TO FORM:



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Charlotte Archer, City Attorney

**EXHIBIT A**  
**Compensation Provisions for Services**

<b>Service</b>	<b>Payment</b>	<b>How Paid</b>
<b>Section 2.5: Expert Consultation on Inspections</b>	Current Mobilization Rate (listed below). (Note: District staff time shall be billed in one-tenth hour increments).	District to invoice City; City to invoice applicant/permittee
<b>Section 2.10 Hazardous Materials Emergency Assistance Agreements.</b>	Current Mobilization Rate. (Note: District staff time shall be billed in one-tenth hour increments).	District to invoice the property owner

**2022 Mobilization rates:**

**Firefighter = \$39.83 base, \$59.75 OT**  
**Paramedic = \$44.61 base, \$66.92 OT**  
**Lieutenant = \$45.01 base, \$67.52 OT**  
**Captain = \$48.60 base, \$72.90 OT**  
**Battalion Chief = \$54.57 base, \$81.86 OT**  
**Division Chief = \$73.19 base, \$109.79 OT**