

INTERLOCAL AGREEMENT FOR SERVICES  
 BETWEEN  
 KITSAP COUNTY FIRE MARSHAL'S OFFICE &  
 SOUTH KITSAP FIRE AND RESCUE

**RECITALS**

**WHEREAS**, Kitsap County (hereinafter County) pursuant to RCW 43.44.050, has the authority and responsibility to investigate the origin, cause, circumstances and extent of loss of all fires within unincorporated areas of the County; and,

**WHEREAS**, South Kitsap Fire and Rescue (hereinafter District), pursuant to its agreements with the City of Port Orchard (hereinafter City) has the authority and responsibility to investigate the origin, cause, circumstances and extent of loss within the boundaries of the City; and,

**WHEREAS**, County employs trained personnel that among other things regularly conduct fire investigations to determine the origin, cause, circumstance and extent of loss of fires within the unincorporated areas of County; and,

**WHEREAS**, County is required by WAC 296-841,296-842,296-305-04001 to provide a respiratory protection program for its investigators; and

**WHEREAS**, District is required by WAC 296-841,296-842,296-305-04001 to provide respiratory protection for its firefighters, and

**WHEREAS** District has surplus respiratory protection equipment and employs trained personnel that regularly maintains said equipment and trains its employees in its proper use; and

**WHEREAS**, RCW 39.34.080 permits governmental entities such as County and District to enter into agreements such as this for the advantage of each;

**NOW, THEREFORE, IN CONSIDERATION OF** the foregoing recitals and the promises and covenants of the parties hereinafter set forth, they agree as follows:

To carry out the purpose of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Fire Investigation.** County and District will work cooperatively to provide fire investigation services within the response area of District.
  - 1.1. When requested to do so by District, County will provide trained investigators to respond to conduct fire investigations within City boundaries.
  - 1.2. When requested to do so by County, District agrees to provide firefighters or other available resources at fire scenes to assist County with fire investigations.
  - 1.3. District will use the same protocol for requesting County fire investigators within the City as is in place for those portions of its area within the unincorporated area of County.
  - 1.4. District agrees to provide laundry services for County fire investigator's soiled or contaminated turnouts, coveralls and other investigative clothing. On an as needed basis.

2. **Respiratory Protection.** County and District will work cooperatively to provide respiratory protection equipment and training for County investigators.
  - 2.1 District agrees to provide County with four complete sets of certified Self Contained Breathing Apparatus (hereinafter SCBA) together with four spare bottles. These SCBA's are from a SKFR 2016 surplus inventory of used SCBA's and bottles. The SCBA's and bottles are serviceable and in working order as of the time of transfer to the County. An unknown amount of service life is still available in the SCBA's as long as parts are available. SKFR will utilize any existing parts inventory as long as they last, parts not in SKFR's inventory will be the responsibility of the County. The SCBA bottles have a replacement date of 2018 which the County will be responsible for.
  - 2.2 District agrees to provide County with initial and on-going annual fit tests of SCBA face pieces and to service and repair SCBA provided to County as needed.
  - 2.3 District agrees to provide initial certification and periodic recertification as needed for the SCBA, for the remainder of their service life.
3. **Other Services.** District and County agree that upon request and depending on resource availability, they will cooperate and assist each other in providing fire prevention services within their respective service delivery areas to include; new construction permitting review and approval, new construction inspection approval, fire investigation, ongoing occupancy inspections, fire investigations or similar services.
4. **Investigator Qualifications.** Investigators doing work according to the terms of this agreement shall meet minimum certification requires as established for regular Deputy Fire Marshal II employees.
5. **Information Sharing.** County will make available to District and District will make available to County, the ability to interface with each others' electronic inspection databases or inspection management programs.
6. **Program Review.** The parties shall meet annually following subscription of this Agreement and thereafter at mutually agreeable times to review and discuss the provisions of this Agreement. The meeting shall convene at the request of either party.
7. **Amendments.** Any changes or amendments to this Agreement must be in writing and signed by the parties in order to become effective.
8. **Liability.** Each of the parties shall, at all times, be solely responsible for the acts or failures to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only, and to save and hold the other party and its personnel and officials harmless for all costs, expenses, losses and damages, including attorney's fees and other costs of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.

Each party shall carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party.

9. **Public Duty.** This Agreement is entered into for the benefit of the parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons. The duties of both parties under this Agreement are duties owed to the public generally and by entering into this Agreement,

neither the District nor the County incurs a special duty to the other party, the property owners, residents or occupants of the other party.

10. **Term / Expiration.** This agreement shall remain in effect until it is terminated by either party. Either party may terminate this agreement with 180 days advance written notice.
11. **Notices and Administration.** All notices, requests, demands and the communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed first class, postage pre-paid addressed to the party at its address as stated in this Agreement or at such address as any party may designate in writing. The County Fire Marshal shall be responsible for administering this Agreement for the County and all notices to the County shall be directed to the County Fire Marshal. The District Fire Chief shall be responsible for administering this Agreement for the District and all notices to the District shall be directed to the District Fire Chief.
12. **Filing with County Auditor.** Pursuant to RCW 39.34.040, inter-local agreements must be recorded with the county Auditor in the county where the public agencies entering into the agreement are located. This Agreement shall therefore be recorded with the Kitsap County Auditor as soon as reasonably possible after its execution by the County and the District.
13. **Effective Date.** This agreement shall be effective upon subscription by both parties.

BY:

**SOUTH KITSAP FIRE & RESCUE**

DATED THIS 14 day of January 2016.

Gerald Preuss  
By: Commissioner, Gerald Preuss

Miche Eslava  
By: Commissioner, Miche Eslava

Dusty Wiley  
By: Commissioner, Dusty Wiley

Dave Gelsleicher  
By: Commissioner, Dave Gelsleicher

Paul Golnik  
By: Commissioner, Paul Golnik

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

DATED THIS 11 day of Jan 2016.



Edward E. Wolfe  
EDWARD E. WOLFE, Chair

Charlotte Garrido  
CHARLOTTE GARRIDO, Commissioner

Robert Gelder  
ROBERT GELDER, Commissioner

Attest: Dana Daniels  
Dana Daniels, Clerk of the Board