

After recording return to:
Chief Steven T. Wright
South Kitsap Fire and Rescue
1974 Fircrest Dr. SE
Port Orchard, WA 98366

SOUTH KITSAP FIRE & RESCUE **201408280280**

Agreement Rec Fee: \$ 76.00

08/28/2014 03:32 PM

Walter Washington, Kitsap Co Auditor

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INTERGOVERNMENTAL COOPERATIVE AGREEMENT
Between South Kitsap Fire and Rescue and
the Port of Bremerton for Fire and Medical Aid Services

Summary for Recorder's use:

1. Reference Number of document being assigned or released: 200208290099
2. Grantors:
 1. South Kitsap Fire and Rescue
 2. Port of Bremerton
3. Grantees: Public
4. Legal description: Not Applicable
5. Tax Parcel Account Number: Not Applicable

This agreement is entered into between South Kitsap Fire and Rescue, hereafter referred to as "SKFR" and the Port of Bremerton, hereafter referred as "Port".

Each of the parties of this agreement desires to enter into an agreement that will be mutually beneficial to each entity and the citizens they serve. The geographical boundaries of each party are located in such a manner as to enable the jurisdictions to enter into such an Intergovernmental Cooperative Agreement.

SKFR and the Port are currently functioning under an existing Agreement and desire to continue the Cooperative Agreement modified to meet the needs of both organizations and their citizens. This Agreement supercedes all previous similar agreements. SKFR and the Port, with the desire to carry out the purposes and functions described above and in consideration of the benefits to be received by each, agree as follows;

The District agrees:

1. To be responsible for providing fire and medical services to the properties and citizens under the jurisdiction of the Port.
2. To provide all necessary resources to manage emergencies by using available SKFR employees or accessing mutual aid or automatic aid agreements.
3. To cooperate with the Port in annual emergency exercise training that may be necessary or required.

4. To cooperate with the Port by providing available District resources for special aviation related situations, e.g. air fair/fly-in, special cargo situations, charter flights, and military flights. This provision will normally be limited to only a few occasions in a year.
5. To respond to all Port emergencies and assume overall command of the incidents with the support and cooperation of the Port.

The Port agrees:

1. To allow the District to utilize Port properties for training and other appropriate District activities as available and as scheduled through the Port offices.
2. To provide appropriate training on airport operations to District employees when necessary and available.
3. To provide cooperation and advice to the Incident Commander during emergency operations.

Replacement of equipment and facilities:

The Port and the District agree that it may be necessary from time to time to replace existing equipment and facilities. In the event equipment or facilities need replacement, the Port and the District will negotiate in good faith to share in their pro-rata replacement cost.

Compensation for additional services beyond conditions of the parties above:

The Port will compensate the District for providing emergency fire and medical services to Port properties and its employees and citizens. The amount of compensation will be determined based on the following terms:

1. SKFR will use the Port's schedule of properties and values which will be assessed and updated per Kitsap County Assessor's Office guidelines on property revaluations. Assessed values to applicable properties will be updated every six years utilizing the Assessor's county-wide statistical analysis method (Commercial Valuation Model) or other valuation method/process agreed to by the parties. The baseline year for assessed values is 2014. Properties not subject or reported in the Commercial Valuation Model will be assessed by other valuation methods, agreed by the parties, at Port expense.
2. Port property not subject to leasehold tax will pay to SKFR the current levy rate for fire only.
3. Port property subject to leasehold tax will pay to SKFR current levy rate minus what SKFR received back from the state / county from leasehold tax paid by the Port. Previous year leasehold tax received back from the state / county will be deducted from the current year invoice.
4. Port property protected by sprinkler systems will received .10 cents/\$1,000 credit.

5. Port property identified and mutually agreed to as limited or no fire risk is not subject to assessment for fire protection services.

Liabilities:

Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any negligent acts or omissions of that party's employees relating to the performance of this Agreement.

Insurance:

Each party agrees to maintain adequate insurance coverage for its equipment, personnel and operations.

Termination:

This Agreement may be terminated by either party giving to the other party one hundred and eighty (180) day advance notice of termination in writing. The Port and the District agree to meet periodically to assess the effectiveness of this Agreement, and if necessary to make appropriate changes to facilitate the most efficient level of service to both jurisdictions.

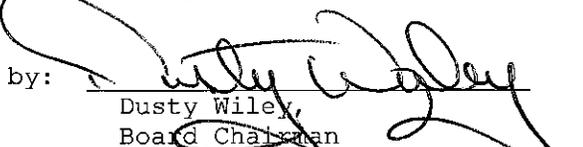
This Agreement shall remain in full force and effect unless terminated by either party with the advance written one hundred and eighty (180) day notice as indicated above.

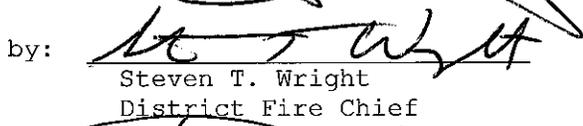
Non Exclusive Agreement:

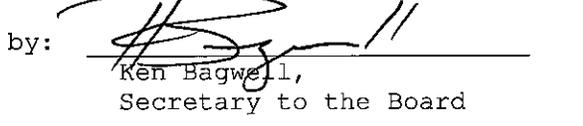
The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal cooperatives.

This Agreement was entered into by South Kitsap Fire and Rescue at its regularly scheduled meeting on July 10, 2014.

South Kitsap Fire and Rescue: Date of signing: 7-10-14

by: 
Dusty Wiley,
Board Chairman

by: 
Steven T. Wright
District Fire Chief

by: 
Ken Bagwell,
Secretary to the Board

This Agreement was entered into by the Port of Bremerton on August 12 2014, at its regularly scheduled meeting.

PORT OF BREMERTON Date of signing: 8/12/14

by: Roger J. Zabinski
Roger Zabinski, President

by: Axel Strakeljahn
Axel Strakeljahn, Vice-President

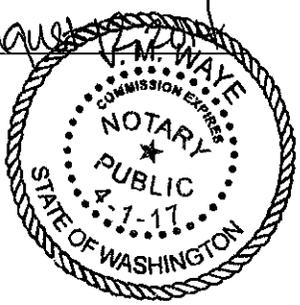
by: Larry Stokes
Larry Stokes, Secretary

STATE OF WASHINGTON)
) SS
COUNTY OF KITSAP)

PORT OF BREMERTON
ACKNOWLEDGMENT

I certify that I know or have satisfactory evidence that Roger Zabinski, Axel Strakeljahn and Larry Stokes are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated they were authorized to execute this instrument, and acknowledged it in their representative capacities as the duly authorized signing representatives of the **PORT OF BREMERTON**, a Washington Municipal Corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated: August 12, 2014



J. M. Wayne
Signature
Print Name: J. M. Wayne
NOTARY PUBLIC in and for the State of Washington residing at Silverdale

My Commission Expires: 04/01/17

STATE OF WASHINGTON)
) SS
COUNTY OF KITSAP)

SOUTH KITSAP FIRE AND RESCUE
ACKNOWLEDGMENT

I certify that I know or have satisfactory evidence that **DUSTY WILEY**, **STEVEN T. WRIGHT** and **KEN BAGWELL**, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated they were authorized to execute this instrument, and acknowledged it in their representative capacities as the duly authorized signing representatives of **SOUTH KITSAP FIRE AND RESCUE**, a Washington Municipal Corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated: 7-10-14

Terril L Mooney
Signature
Print Name: Terril L Mooney

NOTARY PUBLIC in and for the State of
Washington residing at Kitsap County

2239 Winfield Ave Bremerton WA 98310

My Commission Expires: 2-11-15

