

346 "MORE PAGES" OF AGREEMENTS BETWEEN SKFR & OTHERS



Fire District Mergers Threaten SKFR's Fiefdoms

All these agreements yet SKFR continues to tell us it's not in our best interest to merge with other fire districts? They obviously love to share costs with others but will never be willing to give up part of their tax dollar pie or **"SHIRINK THEIR FIEFDOMS"**

**Interlocal Agreement
For the Collaborative Operations for Inventory and
Purchasing of Medical Supplies by and Between Central
Kitsap Fire and Rescue and South Kitsap Fire and Rescue**

This Agreement is entered into this 11 day of August 2022, between Central Kitsap Fire and Rescue (hereinafter called CKFR) and South Kitsap Fire and Rescue (hereinafter called the SKFR):

I. PURPOSE

This Interlocal Agreement is entered into between CKFR and SKFR to further implement those goals set forth in an MOU entered into by the fire districts in April of 2021 (attached as Exhibit 1). That MOU set forth both fire districts' desires to seek collaborative opportunities that would mutually benefit both districts. One of the goals established by that MOU was to consider and eventually implement a joint medical supplies program. Accordingly, this Interlocal Agreement establishes a framework that will enhance each district's ability to purchase, inventory, manage and distribute medical supplies. To this end, the legislative bodies of CKFR and SKFR authorize their respective departments to establish procedures that will render each other the maximum cooperation practical in the collaborative effort of providing for a centralized medical supply program.

It has been demonstrated that the functional collaboration of agencies like CKFR and SKFR by combining their resources results in financial efficiencies, increased effectiveness, and the reduction of duplication. The intent of this Agreement is to combine the unique strengths of both agencies in an effort to more effectively manage medical supplies and mutually benefit each of the agencies and the citizens they serve.

II. AUTHORITY

The parties enter into this Agreement pursuant to the authority vested in them under the following provisions of the law of the State of Washington: Chapters 39.34 and 52.12 of the Revised Code of Washington.

III. DURATION

The duration of this Agreement shall be for one year. However, the Agreement shall be automatically continued from year to year unless terminated as provided below.

IV. MODIFICATION, REVIEW AND TERMINATION

A. Modification/Review

This Agreement may be modified by mutual agreement of both parties hereto, and shall be reviewed no less than every year, with any modifications executed in the same manner as this Agreement.

B. Termination

Either party can terminate this Agreement by providing a letter of intent to terminate with not less than sixty-days (60) notice prior to the expiration of the current annual term. Said letter shall be sent to the Chief and governing body of the affected party.

V. MEDICAL SUPPLIES PROGRAM

A. Personnel

1. On the effective date of this Agreement, SKFR shall hire one full-time employee who shall be an employee of SKFR and SKFR will be fully responsible for that employee's wages and benefits. However, the SKFR employee will be dedicated to the Medical Supply Program as a delivery driver/courier for both agencies. This driver will deliver both medical and non-medical items throughout CKFR and SKFR.

2. The time allocated by the driver/courier between each agency will be equitably distributed and periodically evaluated as set forth in the Joint Procedures established pursuant to this Agreement.

3. The delivery driver/courier job description shall be established through a cooperative process between CKFR and SKFR.

B. Joint program

1. On the effective date of this Agreement CKFR shall take responsibility, at its own expense, for the logistical process of ordering medical supplies for both agencies. CKFR shall also maintain an inventory of available supplies and manage the inventory based on the needs of both agencies. SKFR shall be responsible for providing CKFR with its medical supplies needs as set forth in the Joint Procedures established pursuant to this Agreement.

C. Medical Supply Costs

1. Each Agency agrees to be responsible for the costs associated with its own medical supplies. SKFR agrees to compensate CKFR for the costs of medical supplies it orders including any prorated fuel, shipping, or other supplier surcharges. SKFR also agrees to reimburse CKFR annually for its portion of the cost of software licensing fees as appropriate. The method of ordering and paying for supplies and any related fees shall be set forth in the Joint Procedures established pursuant to this Agreement.

VI. JOINT PROCEDURES

The Fire Chiefs are authorized and directed to develop written Joint Operational procedures. These procedures may be amended from time to time by mutual written agreement of the Fire Chiefs.

The procedures shall include, but are not limited to:

1. Standardized practices for ordering, delivering, and managing the inventory of medical supplies for CKFR and SKFR.

Both parties recognize that standardization of purchasing, ordering, delivering and managing the inventory of medical supplies and procedures is critical to a centralized and more efficient medical supply program.

VII. COMPENSATION

Other than those responsibilities set forth in this Agreement there shall be no other direct compensation paid by the parties. The intent of this Agreement is to provide both districts with a cost neutral medical supplies program.

VIII. INSURANCE/HOLD HARMLESS

Each party to this Agreement shall each carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party in any capacity pursuant to this Agreement. Each party agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause, arising out of or connected with the performance of this Agreement, and to indemnify and hold the other party hereto and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by the party's employees, of this Agreement. All liability for salaries, wages, and other compensation of each party's employees shall be that of the respective employer.

IX. GOVERNING LAW AND VENUE

The laws-of the State of Washington govern this Agreement, and any actions brought hereunder shall be brought exclusively in the Superior Court for the State of Washington in Kitsap County.

X. FILING

As required by RCW 39.34.040, the Agreement shall be filed with the County Auditor or alternatively, listed on the district's website or other electronically retrievable public source.

Central Kitsap Fire and Rescue

by: Chair Bob Muhleman

by: Vice-Chair Guy Earle

by: Commissioner Nate Andrews

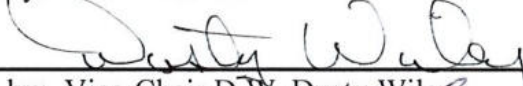
by: Commissioner Kenneth Erickson


by: Commissioner Rod Elmore


Attested by: Attorney/Secretary Ken Bagwell

South Kitsap Fire and Rescue


by: Chair Paul Golnik



by: Vice-Chair D.W. Dusty Wiley


by: Commissioner Michael Eslava


by: Commissioner Kyle Joyce


by: Commissioner Gerald Preuss

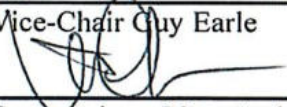
Central Kitsap Fire and Rescue



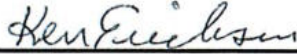
by: Chair Bob Muhleman



by: Vice-Chair Guy Earle



by: Commissioner Nate Andrews



by: Commissioner Kenneth Erickson



by: Commissioner Rod Elmore

South Kitsap Fire and Rescue

by: Chair Paul Golnik

by: Vice-Chair D.W. Dusty Wiley

by: Commissioner Michael Eslava

by: Commissioner Kyle Joyce

by: Commissioner Gerald Preuss

Attested by: Attorney/Secretary Ken Bagwell



MEMORANDUM OF UNDERSTANDING

Central Kitsap Fire and Rescue AND South Kitsap Fire and Rescue

I. STATEMENT OF PURPOSE

This Memorandum of Understanding (MOU) is entered into, by and between Central Kitsap Fire and Rescue ("CKFR") and South Kitsap Fire and Rescue ("SKFR"), to explore collaborative opportunities that would mutually benefit both fire districts and ensure that citizens of Kitsap County receive high quality Fire and Emergency Medical Services (EMS) response.

Through collaboration, CKFR and SKFR desire to find efficiencies, reduce duplications in services, and enhance existing services. Based on the criteria, several program areas have been identified in Section III. Program areas will be evaluated based on feasibility, estimated costs, policy implications, and operational advantages.

II. BACKGROUND

CKFR and SKFR are two of the largest fire districts in Kitsap County. Both agencies are similar in size, culture, and operational models. Additionally, both agencies already work together through mutual aid and training programs. Central and South Kitsap areas are experiencing growth and require increased demands for service from both agencies.

About Central Kitsap Fire and Rescue

CKFR is a combination fire district providing Fire and EMS response to the central portion of Kitsap County. The fire district serves an area of approximately 115 square miles of land and 72,000 citizens. CKFR currently operates out of 10 fire stations and maintains a career staff of 117 employees and a volunteer program.

About South Kitsap Fire and Rescue

SKFR is a combination fire district providing Fire and EMS response to the southern portion of Kitsap County. The fire district serves an area of approximately 117 square miles of land and 77,000 citizens. SKFR currently operates out of 12 fire stations and maintains a career staff of 106 employees and a volunteer program.

In late 2020, Fire Chief Oliver and Fire Chief Faucett jointly issued a letter to the respective Board Chairs requesting to authorize staff to explore a list of potentially collaborative program areas. By the end of 2020, both Boards had appointed members to sit on a CKFR/SKFR Joint Committee to oversee staff work and provide direction. Through several meetings with

Operations Chief Officers and Labor Representatives, the Fire Chiefs have narrowed the original list of opportunities which are identified in Section III.

III. PROGRAM AREAS

July 5, 2021 Implementation

CKFR and SKFR personnel listed below are assigned to complete staff reports for the following program areas, using the schedule outlined in Section IV:

1. **Chaplain Programs**
SKFR (Lead Agency): Matt Million, Colleen Simpson
CKFR: Rick O'Rourke, Joe Schweiger
2. **Rehab/Air Support Volunteers**
SKFR (Lead Agency): Jon Gudmundsen, Joe Guseman
CKFR: JD Tollefson, Dave Stebor
3. **Inventory and Purchasing of Medical Supplies**
CKFR (Lead Agency): Eric Chamberlain, Trevor Stanley
SKFR: Matt Million, Brian Dyste
4. **Peer Support Teams**
CKFR (Lead Agency): Justin Brown, Jeff Sorenson
SKFR: Jon Gudmundsen, April Ramirez
5. **Emergency Coverage**
CKFR (Lead Agency): Jeff Sorenson, Rick O'Rourke
SKFR: Jon Gudmundsen, Josh Hurguy

Future Ventures

As the initial 5 staff reports come to fruition, then the agencies may pursue the following opportunities:

- | | |
|--|-------------|
| 1. Joint Position-Specific Development Classes | CKFR – Lead |
| 2. After-Hours Chief Officer Coverage (IMT, Procedures, Policy) | SKFR – Lead |
| 3. Inventory and Purchasing (Fire Supplies) | |
| 4. Apparatus Specifications (Medics, Brush, Command) | SKFR – Lead |
| 5. Fire Training Academy (2022 Volunteer, Career Strategic Plan) | |
| 6. Combine Training Divisions | CKFR – Lead |
| 7. Training Move-ups | CKFR – Lead |
| 8. Wellness and Fitness Ventures and Purchases | SKFR – Lead |
| 9. PIO & Public Education | |
| 10. Information Technology Services (Strategic, Future Vision) | |
| 11. Firefighter/Paramedic Recruitment (HR) | |

- 12. Ambulance Billing
- 13. Fleet Services
- 14. Facility Services
- 15. Human Resources

IV. TIMELINE

Outlined below is the timeline of work that has already been completed, and the anticipated work going forward:

<i>October 2020</i>	Letter from joint Fire Chiefs to respective Board Chairs
<i>November 2020</i>	Discussions at respective Board of Commissioner (BOC) meetings
<i>January 25, 2021</i>	Fire Chiefs met with Operations
<i>February 4, 2021</i>	BOC Assigned Committees and met with Fire Chiefs
<i>February 23, 2021</i>	Fire Chiefs met with Labor Executives
<i>March 16, 2021</i>	Fire Chiefs met with Operations, Labor Executives and Labor Teams
<i>March 22, 2021</i>	MOU introduced during CKFR BOC meeting
<i>March 25, 2021</i>	MOU introduced during SKFR BOC meeting
<i>April 6, 2021</i>	Fire Chiefs meet with BOC assigned committees
<i>April 8, 2021</i>	SKFR BOC authorizes Chief Faucett to sign MOU
<i>April 12, 2021</i>	CKFR BOC authorizes Chief Oliver to sign MOU
<i>April 19, 2021</i>	Staff reports are due to Operations Divisions for review
<i>(TBD) Week of April 26</i>	Staff report review period (Operations)
<i>(TBD)</i>	Fire Chiefs meet with BOC assigned committee somewhere between these two meetings
<i>May 10, 2021</i>	Fire Chiefs meet with Operations
<i>May 24, 2021</i>	Staff reports, Executive summary presentation to CKFR BOC
<i>June 2021 (TBD)</i>	Joint CKFR/SKFR Board meeting
<i>July 5, 2021</i>	Implementation date for the Top 5 program areas

V. UNDERSTANDINGS

As the parties' desire to expand opportunities for a mutually beneficial partnership, this MOU sets forth preliminary understandings for staff reports to be completed in these areas.

The parties hereby agree that they share the following understandings and commit to using their best efforts to work collaboratively to fulfill these understandings. This MOU and future actions under it are subject to review and approval by each entity's Board of Fire Commissioners. A future Memorandum of Agreement (MOA) or similar agreement(s) between the parties will provide additional details and commitments regarding shared operations.

VI. DURATION/TERMINATION

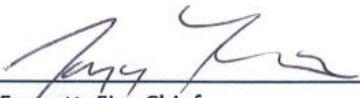
Each party shall have the right to terminate the MOU by giving 90-days written notice to the other party.



John Oliver, Fire Chief
Central Kitsap Fire and Rescue

4-13-21

Date



Jeff Faucett, Fire Chief
South Kitsap Fire and Rescue

4/15/21

Date



March 8, 2012

Bremerton Fire Department
Chief Al Duke
911 Park Ave.
Bremerton, WA 98337-1550

Dear Chief Duke,

In consideration of the recent changes made to the "Interlocal Agreement Between City of Bremerton & South Kitsap Fire And Rescue Regarding Exchange of First Response Fire Protection & EMS Services", as reflected in the recent Amended version of that agreement, South Kitsap Fire and Rescue (SKFR) hereby advises you that for the year 2012 and thereafter, it hereby relieves the City of Bremerton and Bremerton Fire Department of the yearly payment identified in Section 4 it makes to SKFR for the services SKFR provides in the South Kitsap Industrial Area (SKIA) for the City of Bremerton as outlined in the SKIA service agreement dated November 2009.

Also, as we have discussed, SKRF's services for the City into the SKIA area shall continue the same as in the past.

If you have any questions or regarding the contents of this letter, please contact me at (360) 871-2411.

Respectfully,

A handwritten signature in black ink that reads "Wayne Senter".

Wayne Senter, CFO, MIFireE
Fire Chief

**AMENDED
INTERLOCAL AGREEMENT BETWEEN
CITY OF BREMERTON & SOUTH KITSAP FIRE & RESCUE
REGARDING EXCHANGE OF
FIRST RESPONSE FIRE PROTECTION & EMS SERVICES**

THIS AGREEMENT is entered into this 12th day of APRIL, 2012, between the **CITY OF BREMERTON**, a Washington municipal corporation, hereinafter referred to as "City", and **SOUTH KITSAP FIRE & 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 governments 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.

Washington's legislature, through Chapter 52.33 RCW, has set forth its intent that fire protection agencies establish and monitor performance standards to the end that response times concerning fires and emergency medical services (EMS) may be monitored and improved to the end that the public will be better and more timely served.

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

1. Prior Agreement Termination / Amendment to Compensation provision of SKIA Agreement. As of this Agreement's effective date of 4-12-12, it shall replace the Prior Agreement; thereafter the Prior Agreement shall be deemed terminated.

2. First Response Services Provided by the City to South Kitsap Fire. The City shall continue to provide first alarm fire protection and EMS services for priority 1 and 2 calls to the following portion of South Kitsap Fire's jurisdictional service area: Rocky Point. Specifically, the boundaries of Rocky Point's service area are identified on the map set forth on the attached "**EXHIBIT A**", which by this reference is incorporated herein.

3. First Response Services Provided by South Kitsap Fire to the City. South Kitsap Fire shall continue to provide first alarm fire protection and EMS services (Basic Life Support [BLS] and Advanced Life Support [ALS]) to the following portion of the City's jurisdictional service area: Gold Mountain. Specifically, the boundaries of Gold Mountain's service area are identified on the map set forth on the attached "**EXHIBIT B**", which by this reference is incorporated herein.

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AMENDED INTERLOCAL AGREEMENT
REGARDING EXCHANGE OF

FIRST RESPONSE FIRE PROTECTON & EMS SERVICES

Page 1 of 7

4. **CenCom Dispatch Run Cards.** The dispatch run cards maintained and followed by CenCom's dispatchers shall be changed by the party representatives designated in this Agreement as required to reflect the first responder obligations established in this Agreement.

5. **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.

6. **No Exchange of Compensation.** Neither party shall receive compensation of any kind from the other party as a result of the service calls it makes, as identified herein, into the other party's jurisdictional service areas.

7. **Ambulance Transport Billings.** It is agreed, because of Medicare requirements, that billings for ambulance transport shall originate from the transporting agency and be billed directly to the person transported.

8. **Agreement Evaluations & Modifications.** The parties shall meet twice a year, in August and February, to review implementation of this Agreement and its terms, and how such implementation may be improved, and/or what Agreement changes should be made. The delegation from each party shall consist of: the fire chief, or his/her designee; a representative from the firefighter's union; and a member of the fire agency's operations' division.

At such meetings, possible changes in the agreed upon response areas identified in sections 2 and 3 hereof, shall be discussed and tentatively agreed upon. After any such modified response areas have been approved by the governing body for each party, they shall be reflected in a modified EXHIBIT A and/or EXHIBIT B to this Agreement, which modified exhibit(s) shall be dated and signed by designated representatives from each party and with such modified exhibit(s) replacing the prior EXHIBIT A and/or EXHIBIT B as applicable.

Any changes to the body of the Agreement recommended by the delegations from each party, after being approved by the governing body for each party, shall be memorialized in an amended Agreement which shall be duly enacted by the parties.

9. **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.

10. Non-Assignment of Agreement Obligations. Neither party shall assign the obligations placed upon it hereunder to any third party unless specifically approved by the other party in writing.

11. 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.

12. Financial Considerations. The Interlocal Cooperation Act requires that the parties establish how their joint undertaking pursuant to the Interlocal Cooperation Act shall be financed and what joint budget(s), if any, will be maintained. In answer to that statutory directive, each party shall be solely responsible for its own costs incurred in carrying out the terms of this Agreement; no joint financial accounts or arrangements shall be established. Also, no joint budget shall be maintained regarding implementation of this Agreement; each party shall make adequate provisions in its own agency budget for carrying out all its obligations hereunder.

13. Management of Agreement. The parties will not establish any separate legal or administrative entity to manage the duties of each under this Agreement.

14. Acquiring, Holding, & Disposing of Jointly Acquired Property. The Interlocal Cooperation Act requires that the parties establish how property will be acquired, held, and ultimately disposed of. It is not anticipated they will jointly acquire any property, either real or personal, in carrying out the terms of this Agreement. The property of either party used in implementing this Agreement shall remain that party's sole property and under that party's sole control. If the parties do jointly acquire any property for the administration of this agreement, prior to doing so, they shall reach written agreement as to what each will contribute to acquire the property, who shall be in charge of acquiring and managing the property, and how it will be held and ultimately disposed of at the time of this Agreement's termination.

15. 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, they shall both 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.

16. 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 at any time and without cause, by the terminating party submitting written notice to the other party of its intent to terminate this Agreement at least 60 days in advance of the termination date, which termination date shall be set forth in the notice and occur on the last day of the month stated in the termination notice.

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

CITY OF BREMERTON FIRE DEPARTMENT

c/o CHIEF AL DUKE
911 Park Avenue
Bremerton, WA 98337

SOUTH KITSAP FIRE & 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.

17. 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.

18. 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.

19. Approval of Parties. The Bremerton City Council duly considered and entered into this Agreement at its regularly scheduled council meeting held on the 4th day of April, 2012, and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

South Kitsap Fire 's board of commissioners duly considered and entered into this Agreement at its regularly scheduled board meeting held on the 12th day of APRIL, 2012, and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

20. Agreement To Be Filed With County Auditor or Published On Web Site. Pursuant to RCW 39.34.040, this Inter-local Agreement shall be filed by the parties with the Kitsap County Auditor as soon as reasonably practical after its execution, or in the alternative, listed according to subject by each party on its web site or other electronically retrievable public source. Thereafter, each party shall notify the other of the method by which it published this agreement (by either recording it or listing it on its web site) and provide to the other all pertinent information relating thereto.

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: 
PATTY LENT, Mayor

Date of Signing: 4-10-12

Attested to:

by: 
SHANNON CORIN
Interim City Clerk

Date of Signing: 4.10.12

SOUTH KITSAP FIRE & RESCUE

by: 
DAVID GELSLEICHTER, Board Chair

Date of Signing: 4-12-12

by: 
WAYNE SENTER, Fire Chief

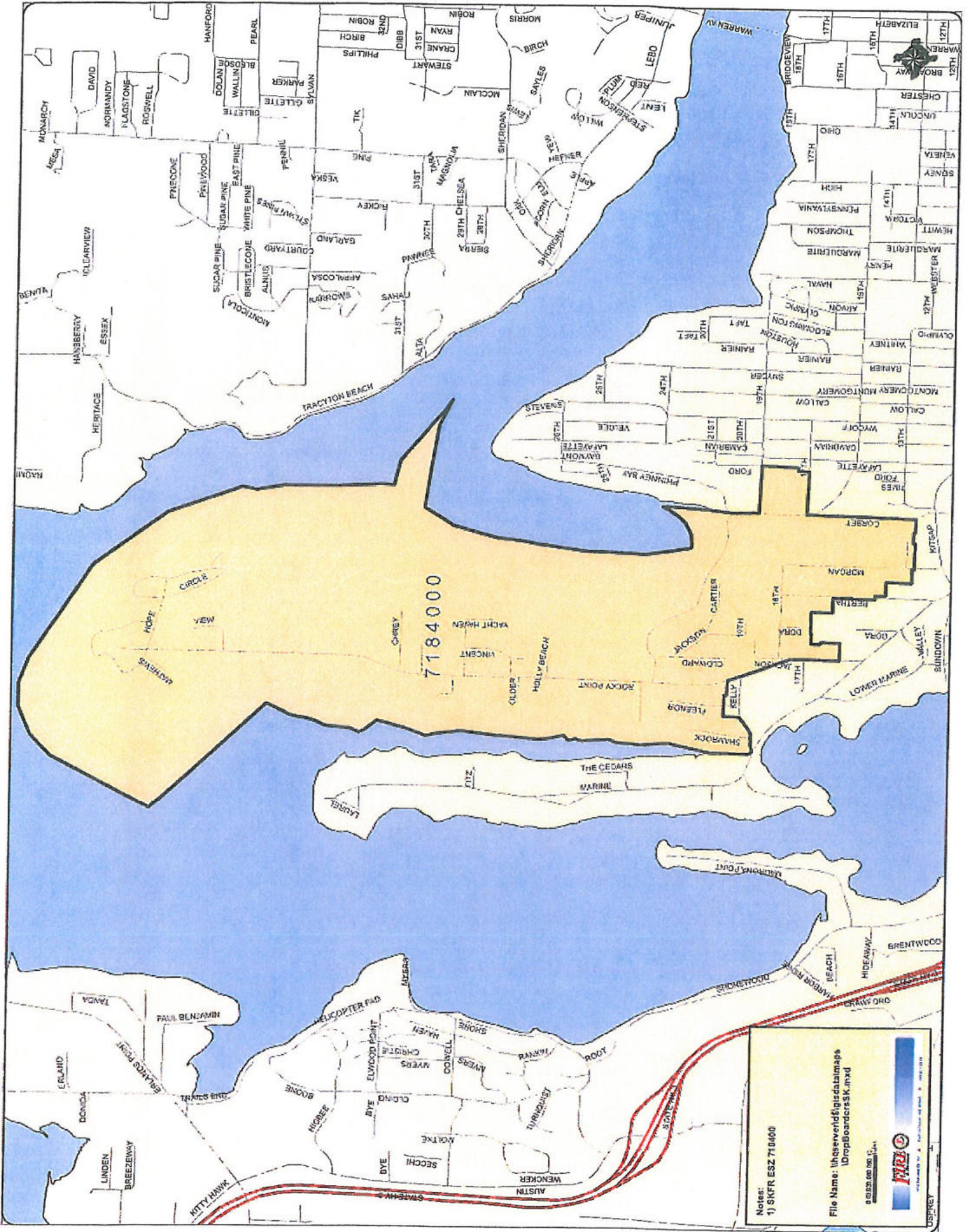
Date of Signing: 4-12-12

Attested to:

by: 
RICHARD GROSS, Board Secretary

Date of Signing: 4/12/12

EXHIBIT "A"

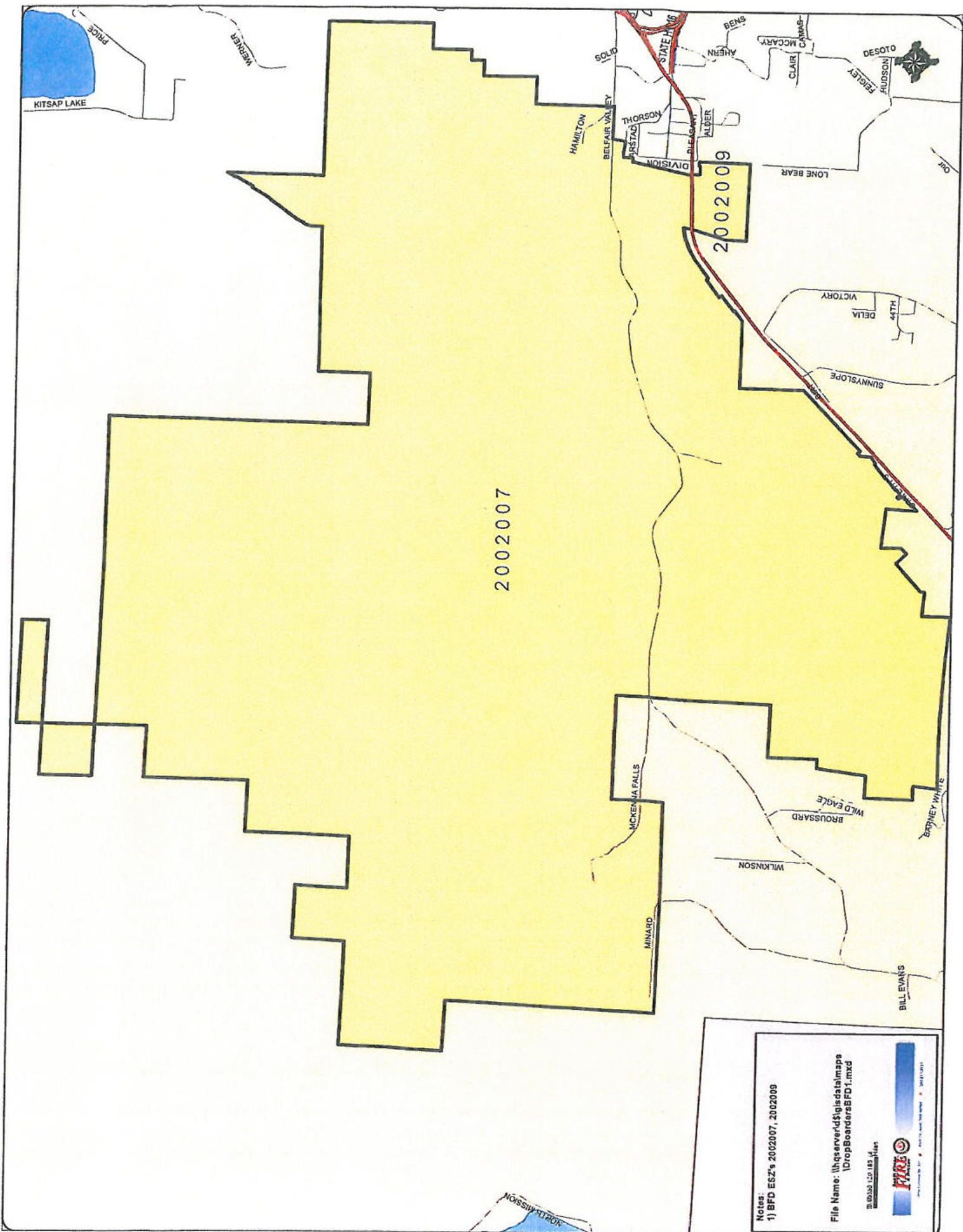


Notes:
1) SKFR ESZ 710400

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IDropboard\SK.inxd

© 2008 Geo. Inc. Fire & Emergency Services
Map of the City of San Francisco

EXHIBIT "B"



Notes:
1) BFD ESZ's 2002007, 2002009

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11/14/03

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EXHIBIT "B"

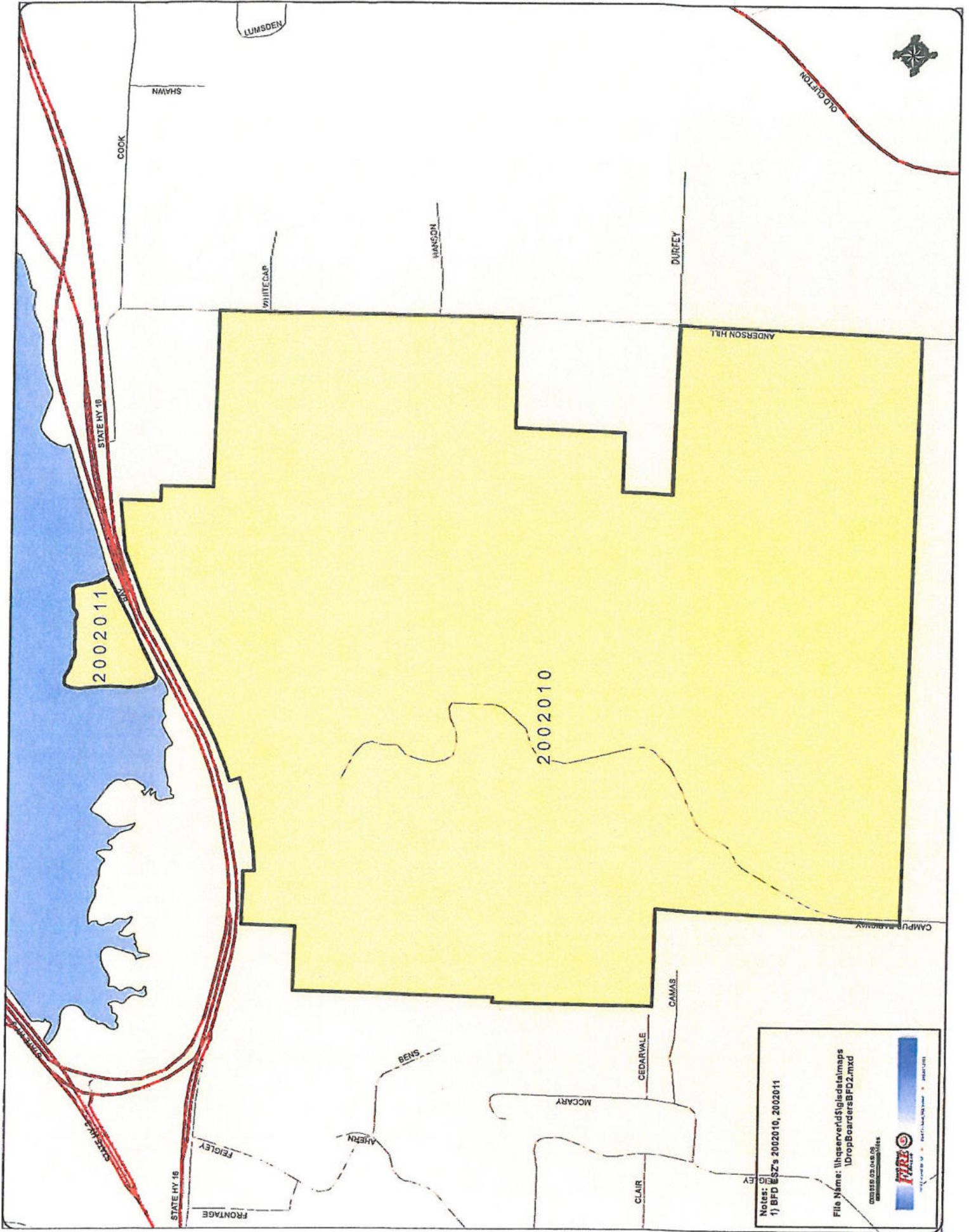
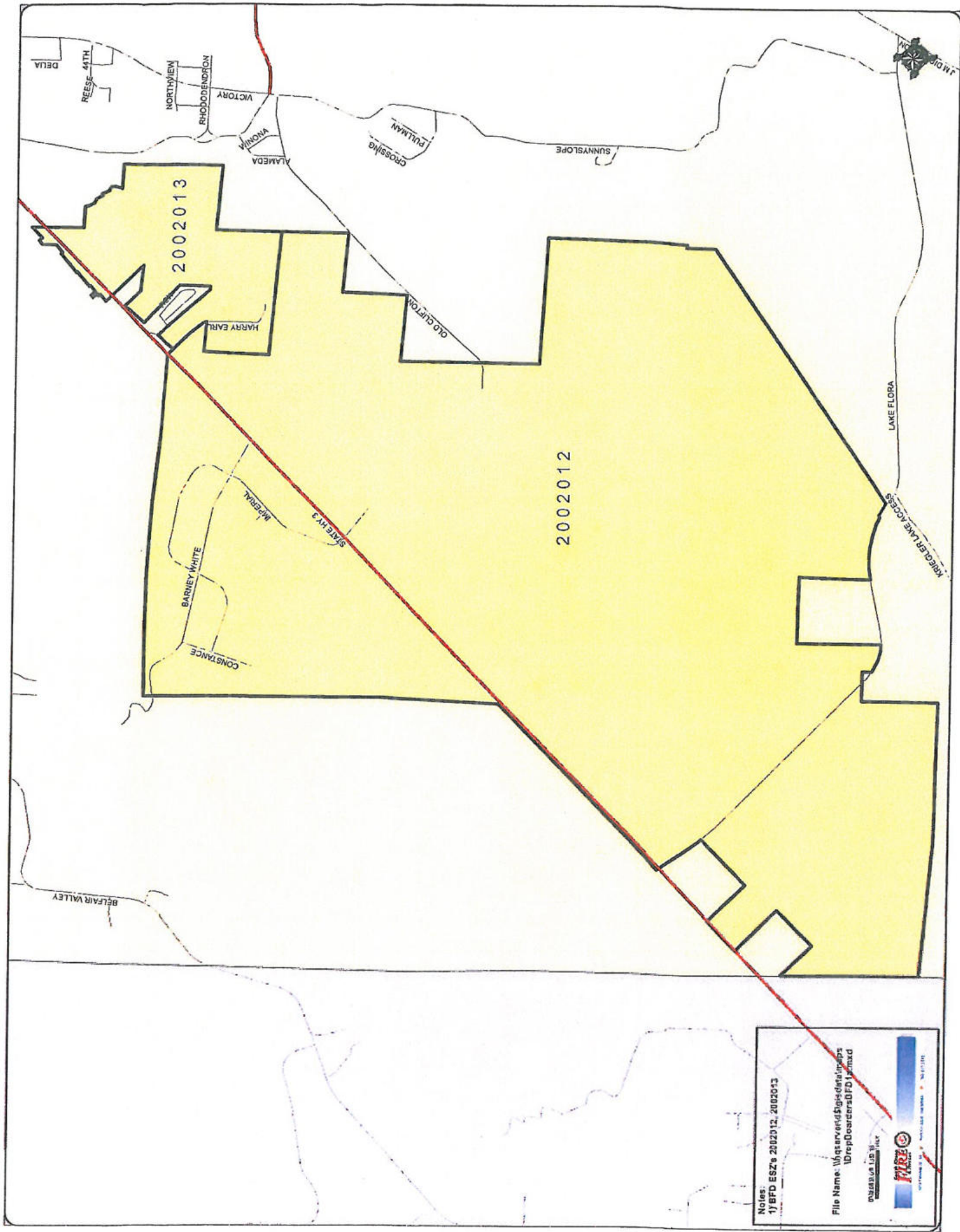


EXHIBIT "B"



Notes:
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ESZ

FIRE

10/17/2012

**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

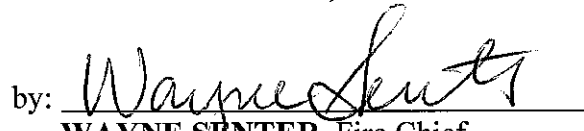
Date of Signing: 11-12-09

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



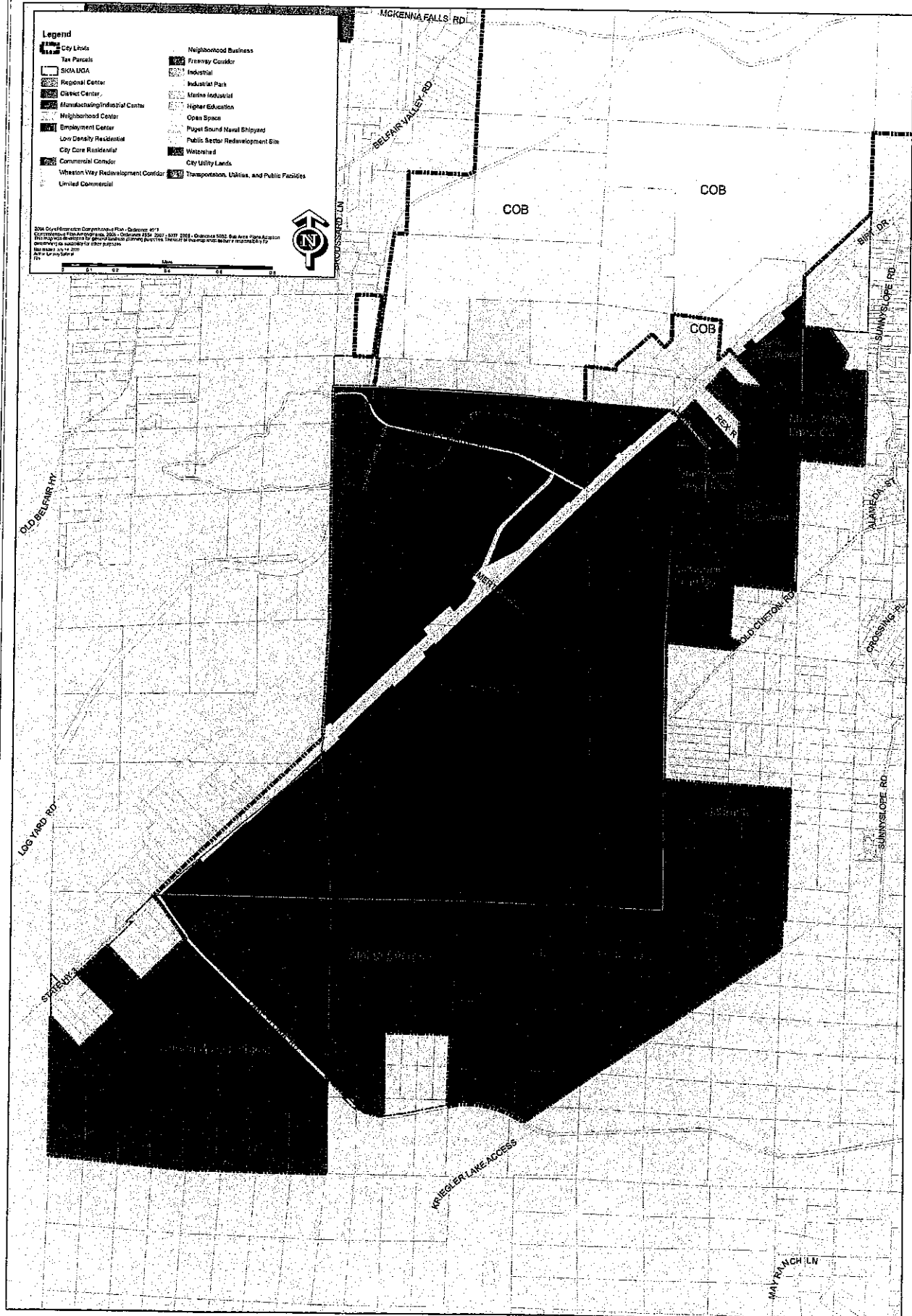
SKIA Property Owners

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	Watershed
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: 10/1/2017
 Scale: 1" = 100'



Contract No. 014-21

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT ORCHARD
AND KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7 (SOUTH KITSAP FIRE
AND RESCUE) REGARDING THE COMMUNITY HEALTH NAVIGATOR**

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”) (individually a “Party” and collectively the “Parties”), under the authority of the Interlocal Cooperation Act, RCW 39.34, for the purposes set forth herein.

WHEREAS, the City and the District believe there is a need for a Community Health Navigator in South Kitsap; and

WHEREAS, many individuals in the South Kitsap community rely on emergency services (police and fire) for low acuity calls that could be handled or resolved by alternative resources if those individuals were aware of available alternative resources; and

WHEREAS, Community Health Navigators build effective working relationships with individuals after they have been in contact with First Responders, by providing support, education and assistance to those individuals to help them navigate the complex health care system and by informing those individuals of the resources available to them; and

WHEREAS, the City and District believe that if individuals in the South Kitsap community had a resource such as a Community Health Navigator, low acuity calls would be reduced, thus allowing First Responders to better respond to life-threatening emergencies; and

WHEREAS, the City and the District desire to cooperate and utilize a Community Navigator that serves the City’s Police Department and the District; and

WHEREAS, the Parties desire to share the costs for the new Community Health Navigator and 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 their respective obligations relating to a Community Health Navigator.

2. DUTIES AND RESPONSIBILITIES OF THE CITY.

- 2.1. The Parties agree that the City will be responsible for hiring an individual who will be a new Community Health Navigator to perform services for both the City and the District in accordance with this Agreement. The City may suspend provision of these services whenever the position is vacant.
- 2.2. The City agrees that this individual's sole responsibility shall be as the new Community Health Navigator. The Community Health Navigator's responsibilities are more fully described in the job description attached hereto as Exhibit A.
- 2.3. The Community Health Navigator shall be an employee of the City at all times, and as such, the City shall retain all rights, duties and obligations as an employer and shall be responsible for all compensation, benefits and resources associated with the employment of that individual.
- 2.4. The City shall be responsible for the oversight of the Community Health Navigator and shall supervise that individual's daily activities. The Community Health Navigator is subject to all City administrative policies and is terminable at the City's discretion.
- 2.5. The City agrees that the Community Health Navigator is available to perform the duties identified on Exhibit A for the District as a Community Health Navigator 50% of the Navigator's time, on an annual basis. The Parties acknowledge, however, that the number of hours worked for the District per week may fluctuate depending on the Navigator's workload.
- 2.6. The City shall sign and abide by the terms of a Business Associate Agreement to allow the Parties to share HIPAA protected information.
- 2.7. The City will provide monthly reports to the District regarding the work performed by the Community Health Navigator on behalf of the District. The Parties will mutually agree as to the form and content of the report.

3. DUTIES AND RESPONSIBILITIES OF THE DISTRICT.

- 3.1. The District agrees to pay for fifty percent (50%) of those costs associated with the total cost of compensation for the individual hired by the City as the new Community Health Navigator. This amount shall not exceed \$65,000.00 annually, provided, however, after the annual anniversary of this Agreement, the cap may increase in an amount equivalent to the percentage increase set out in the City's applicable collective bargaining agreement up to 3%. In the event the City's applicable collective bargaining agreement would require an annual increase in any year that exceeds a 3% increase above the District's previous yearly cost, the District may reject the increase and the parties may negotiate a different increase, if any. The City agrees to notify the District 90 days prior to the anniversary date of the Agreement of any applicable increase. In the event that this Agreement is terminated early, the District shall only be responsible for its pro-rated share of the cost of the Community Health Navigator.

- 3.2. The District shall provide transportation for the Community Health Navigator for work performed by the Community Health Navigator on behalf of the District, where travel is necessary in the discretion of the District.
- 3.3. The District shall provide annual HIPAA training for the Community Health Navigator.

4. **DURATION OF AGREEMENT.** This Agreement shall take effect upon the date it is (1) executed fully by both Parties and (2) either filed with the County Auditor or posted on at least one of the Parties' websites in accordance with Section 16 below ("Effective Date"). This Agreement shall remain in full force and effect for three (3) years starting on the Effective Date, unless or until earlier terminated as provided for in Section 5.

5. **TERMINATION.** Either Party may terminate this Agreement at any time by giving the other Party ninety (90) days advance written notice of the intent to terminate; PROVIDED that the provisions of Paragraphs 6 and 8 shall survive the termination of this Agreement.

6. **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, in the types of coverage and amounts as follows:

- Commercial General Liability in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$1,000,000) aggregate.
- Automobile Liability in an amount not less than one million dollars (\$1,000,000) per occurrence.
- A Certificate of Insurance for worker's compensation coverage.

The insurance requirements herein shall be deemed satisfied by evidence of a Party's membership in a self-insurance pool. Failure on the part of any Party to maintain the insurance as required shall constitute a material breach of 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, provided the District shall indemnify and hold harmless the City for fifty percent (50%) of any settlement amount, damages, losses, costs, penalties and fees, including attorney fees, of any nature or kind arising out of the acts or omissions of the Community Health Navigator while performing duties on behalf of the District. 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, their 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.

7. **PAYMENT.** The District shall pay its portion of the cost associated with the Community Health Navigator within 30 days of issuance of an invoice by the City. An invoice will be issued on the anniversary date of execution of this Agreement by the City annually for the duration of the Agreement. The City will provide a pro-rated reduction in costs for any period during which the provision of services are suspended due to a vacancy of the position.

8. **REVIEW MEETINGS.** Every three months, and more often if deemed necessary, the Parties shall meet to discuss and review the work being performed by the Community Health Navigator, review successes and failures and determine whether any changes need to be made to this Agreement or the scope of services thereunder. The Community Health Navigator shall remain an employee of the City at all times, and the City shall retain the right and duty to supervise and direct the Community Health Navigator at all times.

9. **NO JOINT ENTITY, RECORDS, OR PROPERTY.** No joint entity or enterprise is created by this Agreement and no property will be acquired by the Parties under this Agreement. 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. As the Navigator is an employee of the City, all records created, used, or maintained by the Navigator shall be the property of the City. If either party receives a request for records created, used or maintained by the Navigator under the terms of this Agreement, the party shall provide notice to the other party of the request within five (5) business days of receipt of the request.

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

11. **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 St.
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.

12. **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.

13. **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.

14. **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.

15. **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. If a dispute cannot be cooperatively resolved, this Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington, and jurisdiction and venue for any action arising out of this Agreement shall be in Kitsap County, Washington.

16. **FILING OF AGREEMENT.** Parties shall file a certified copy of this Agreement with the Kitsap County Auditor or, alternatively, post the Agreement on each Party's website before the Agreement becomes effective, as required by RCW 39.34.040.

17. **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

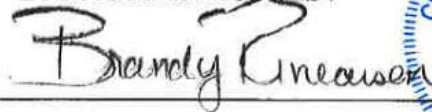
Date: 12-29-2020



Chairman Gerald Preuss

Date: 12-10-2020

ATTEST/AUTHENTICATED:






APPROVED AS TO FORM:

Attorney for the District

APPROVED AS TO FORM:



City Attorney

CITY OF PORTORCHARD

JOB DESCRIPTION

Job Title	Community Health Navigator	FLSA	Non-exempt
Department	Police Department	Civil Service	Yes
Reports To	Chief of Police	Union	Teamster
Revisions	November 2020	Work hours	Full-time

Major Function and Purpose

The Community Health Navigator assists members of the South Kitsap County community with connection to treatment, resources, and services during and after contact with first responders. The purpose is to increase the overall health and well-being of the community by providing individuals with resources that do not require an emergency service response.

General Function

Under general supervision and direction from the supervisor, the Community Health Navigator will coordinate with emergency services (fire, EMS, law enforcement), accompany First Responders in the field, and coordinate with agencies after field events to connect individuals in need to services, resources, and treatment.

Supervision Responsibilities

This is a non-supervisory position.

Job Duties and Responsibilities

This job description reflects general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including working in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.

- Engage with individuals identified by First Responders as needing intervention and connect them to resources and social services; facilitate services for individuals across all involved systems of care.
- Improve coordination between First Responders and service providers such as Designated Crisis Responders (DCR), mental health and chemical dependency counselors, housing providers, etc.
- Assist First Responders with information pertaining to community resources.

- Work with community members to identify people in need, caregivers, service providers, prosecutors, defense attorneys, and court personnel to share resource information.
- Maintain records in the prescribed manner and monitor for compliance with established standards.
- Provide client-level and system-wide troubleshooting and advocacy.
- Provide information and referrals.
- Conduct training of First Responders on topics related to behavioral and community health.
- Reliable and regular attendance is required.
- Other duties as assigned.

Community Health Navigators do not provide assessments, case management, or clinical services.

Knowledge, Skills and Abilities

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

Knowledge of:

- Abnormal human behaviors and clinical interventions.
- Availability of community systems and resources.
- Judicial procedures, sentencing implications, and the Correction's environment.
- Importance of natural support systems.
- Related state and federal mandates including those related to privacy and confidentiality.

Ability to:

- Establish and maintain rapport with adults and children experiencing symptoms of mental illness and chemical dependency to determine appropriate services and/or referrals.
- Communicate effectively with people regardless of age, sex, socioeconomic or cultural background.
- Express ideas and recommendations clearly and effectively both orally and in writing.
- Follow oral and written instructions.
- Gather pertinent data.
- Establish and maintain effective work relationship with staff of local hospitals, community organizations, providers, and the public.
- Work effectively in team environments.
- Exercise initiative and judgment and make decisions within the scope of assigned authority.

- Read, interpret, and apply work-related laws, rules, and other regulations.
- Maintain detailed records and prepare clear and concise written reports.
- Meet defined productivity expectations.
- Use computer effectively.

Contacts and Relationships

A Community Health Navigator will have daily contact with employees of the City and with the citizens of the community. In addition, he/she will be expected to present him/herself in a manner creditable to the City in all contacts with any individual, agency, court, or jurisdiction with which he/she may come in contact.

Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Alongside designated First Responders, work is performed both in an office setting and in the community. The Community Health Navigator will be required to occasionally perform normal duties in inclement or severe weather conditions. The employee may have exposure to hazards such as chemicals, insect stings, and temperature extremes. The employee may also have exposure to blood and communicable disease. A Community Health Navigator may expect to encounter hostile or violent individuals and may be subject to verbal and/or physical attack or assault from such individuals or may have gunfire directed at him/her. Tasks may require the employee to wear protective clothing or equipment. Work is performed with considerable independence.

A Community Health Navigator shall serve a probationary period as established by the City of Port Orchard Civil Service Rules and Regulations.

Physical Requirements

Work is performed both in an office setting and in the field alongside First Responders. Must have visual acuity. Must be able to hear, understand, and operate a two-way radio communication device.

The Community Health Navigator may encounter emergency situations that may require rapid evacuation of an area to avoid personal injury or assist another individual and must therefore have the physical ability to walk and run.

Minimum Requirements

A Bachelor's degree in Social Work, Psychology, or related field; plus five (5) years' experience in working with acutely and severely mentally ill individuals; OR any equivalent combination of training and/or experience that provides the required knowledge and abilities.

Must possess a valid Washington state driver's license and maintain a driving record acceptable to the City's insurance carrier. Must pass a comprehensive background check.

Any combination of experience and training that provides the desired skills, knowledge and abilities may be considered.

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change.

**Interlocal Agreement
For the Collaborative Operations for Inventory and
Purchasing of Medical Supplies by and Between Central
Kitsap Fire and Rescue and South Kitsap Fire and Rescue**

This Agreement is entered into this 11 day of August 2022, between Central Kitsap Fire and Rescue (hereinafter called CKFR) and South Kitsap Fire and Rescue (hereinafter called the SKFR):

I. PURPOSE

This Interlocal Agreement is entered into between CKFR and SKFR to further implement those goals set forth in an MOU entered into by the fire districts in April of 2021 (attached as Exhibit 1). That MOU set forth both fire districts' desires to seek collaborative opportunities that would mutually benefit both districts. One of the goals established by that MOU was to consider and eventually implement a joint medical supplies program. Accordingly, this Interlocal Agreement establishes a framework that will enhance each district's ability to purchase, inventory, manage and distribute medical supplies. To this end, the legislative bodies of CKFR and SKFR authorize their respective departments to establish procedures that will render each other the maximum cooperation practical in the collaborative effort of providing for a centralized medical supply program.

It has been demonstrated that the functional collaboration of agencies like CKFR and SKFR by combining their resources results in financial efficiencies, increased effectiveness, and the reduction of duplication. The intent of this Agreement is to combine the unique strengths of both agencies in an effort to more effectively manage medical supplies and mutually benefit each of the agencies and the citizens they serve.

II. AUTHORITY

The parties enter into this Agreement pursuant to the authority vested in them under the following provisions of the law of the State of Washington: Chapters 39.34 and 52.12 of the Revised Code of Washington.

III. DURATION

The duration of this Agreement shall be for one year. However, the Agreement shall be automatically continued from year to year unless terminated as provided below.

IV. MODIFICATION, REVIEW AND TERMINATION

A. Modification/Review

This Agreement may be modified by mutual agreement of both parties hereto, and shall be reviewed no less than every year, with any modifications executed in the same manner as this Agreement.

B. Termination

Either party can terminate this Agreement by providing a letter of intent to terminate with not less than sixty-days (60) notice prior to the expiration of the current annual term. Said letter shall be sent to the Chief and governing body of the affected party.

V. MEDICAL SUPPLIES PROGRAM

A. Personnel

1. On the effective date of this Agreement, SKFR shall hire one full-time employee who shall be an employee of SKFR and SKFR will be fully responsible for that employee's wages and benefits. However, the SKFR employee will be dedicated to the Medical Supply Program as a delivery driver/courier for both agencies. This driver will deliver both medical and non-medical items throughout CKFR and SKFR.

2. The time allocated by the driver/courier between each agency will be equitably distributed and periodically evaluated as set forth in the Joint Procedures established pursuant to this Agreement.

3. The delivery driver/courier job description shall be established through a cooperative process between CKFR and SKFR.

B. Joint program

1. On the effective date of this Agreement CKFR shall take responsibility, at its own expense, for the logistical process of ordering medical supplies for both agencies. CKFR shall also maintain an inventory of available supplies and manage the inventory based on the needs of both agencies. SKFR shall be responsible for providing CKFR with its medical supplies needs as set forth in the Joint Procedures established pursuant to this Agreement.

C. Medical Supply Costs

1. Each Agency agrees to be responsible for the costs associated with its own medical supplies. SKFR agrees to compensate CKFR for the costs of medical supplies it orders including any prorated fuel, shipping, or other supplier surcharges. SKFR also agrees to reimburse CKFR annually for its portion of the cost of software licensing fees as appropriate. The method of ordering and paying for supplies and any related fees shall be set forth in the Joint Procedures established pursuant to this Agreement.

VI. JOINT PROCEDURES

The Fire Chiefs are authorized and directed to develop written Joint Operational procedures. These procedures may be amended from time to time by mutual written agreement of the Fire Chiefs.

The procedures shall include, but are not limited to:

1. Standardized practices for ordering, delivering, and managing the inventory of medical supplies for CKFR and SKFR.

Both parties recognize that standardization of purchasing, ordering, delivering and managing the inventory of medical supplies and procedures is critical to a centralized and more efficient medical supply program.

VII. COMPENSATION

Other than those responsibilities set forth in this Agreement there shall be no other direct compensation paid by the parties. The intent of this Agreement is to provide both districts with a cost neutral medical supplies program.

VIII. INSURANCE/HOLD HARMLESS

Each party to this Agreement shall each carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party in any capacity pursuant to this Agreement. Each party agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause, arising out of or connected with the performance of this Agreement, and to indemnify and hold the other party hereto and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by the party's employees, of this Agreement. All liability for salaries, wages, and other compensation of each party's employees shall be that of the respective employer.

IX. GOVERNING LAW AND VENUE

The laws-of the State of Washington govern this Agreement, and any actions brought hereunder shall be brought exclusively in the Superior Court for the State of Washington in Kitsap County.

X. FILING

As required by RCW 39.34.040, the Agreement shall be filed with the County Auditor or alternatively, listed on the district's website or other electronically retrievable public source.

Central Kitsap Fire and Rescue

by: Chair Bob Muhleman

by: Vice-Chair Guy Earle

by: Commissioner Nate Andrews

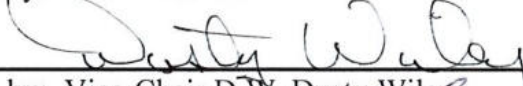
by: Commissioner Kenneth Erickson


by: Commissioner Rod Elmore


Attested by: Attorney/Secretary Ken Bagwell

South Kitsap Fire and Rescue


by: Chair Paul Golnik


by: Vice-Chair D.W. Dusty Wiley


by: Commissioner Michael Eslava


by: Commissioner Kyle Joyce


by: Commissioner Gerald Preuss

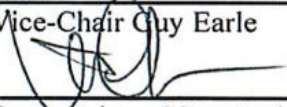
Central Kitsap Fire and Rescue



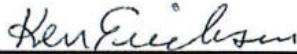
by: Chair Bob Muhleman



by: Vice-Chair Guy Earle



by: Commissioner Nate Andrews



by: Commissioner Kenneth Erickson



by: Commissioner Rod Elmore

Attested by: Attorney/Secretary Ken Bagwell

South Kitsap Fire and Rescue

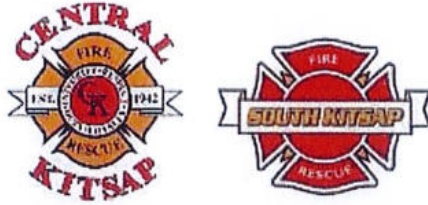
by: Chair Paul Golnik

by: Vice-Chair D.W. Dusty Wiley

by: Commissioner Michael Eslava

by: Commissioner Kyle Joyce

by: Commissioner Gerald Preuss



MEMORANDUM OF UNDERSTANDING

Central Kitsap Fire and Rescue AND South Kitsap Fire and Rescue

I. STATEMENT OF PURPOSE

This Memorandum of Understanding (MOU) is entered into, by and between Central Kitsap Fire and Rescue ("CKFR") and South Kitsap Fire and Rescue ("SKFR"), to explore collaborative opportunities that would mutually benefit both fire districts and ensure that citizens of Kitsap County receive high quality Fire and Emergency Medical Services (EMS) response.

Through collaboration, CKFR and SKFR desire to find efficiencies, reduce duplications in services, and enhance existing services. Based on the criteria, several program areas have been identified in Section III. Program areas will be evaluated based on feasibility, estimated costs, policy implications, and operational advantages.

II. BACKGROUND

CKFR and SKFR are two of the largest fire districts in Kitsap County. Both agencies are similar in size, culture, and operational models. Additionally, both agencies already work together through mutual aid and training programs. Central and South Kitsap areas are experiencing growth and require increased demands for service from both agencies.

About Central Kitsap Fire and Rescue

CKFR is a combination fire district providing Fire and EMS response to the central portion of Kitsap County. The fire district serves an area of approximately 115 square miles of land and 72,000 citizens. CKFR currently operates out of 10 fire stations and maintains a career staff of 117 employees and a volunteer program.

About South Kitsap Fire and Rescue

SKFR is a combination fire district providing Fire and EMS response to the southern portion of Kitsap County. The fire district serves an area of approximately 117 square miles of land and 77,000 citizens. SKFR currently operates out of 12 fire stations and maintains a career staff of 106 employees and a volunteer program.

In late 2020, Fire Chief Oliver and Fire Chief Faucett jointly issued a letter to the respective Board Chairs requesting to authorize staff to explore a list of potentially collaborative program areas. By the end of 2020, both Boards had appointed members to sit on a CKFR/SKFR Joint Committee to oversee staff work and provide direction. Through several meetings with

Operations Chief Officers and Labor Representatives, the Fire Chiefs have narrowed the original list of opportunities which are identified in Section III.

III. PROGRAM AREAS

July 5, 2021 Implementation

CKFR and SKFR personnel listed below are assigned to complete staff reports for the following program areas, using the schedule outlined in Section IV:

1. **Chaplain Programs**
SKFR (Lead Agency): Matt Million, Colleen Simpson
CKFR: Rick O'Rourke, Joe Schweiger
2. **Rehab/Air Support Volunteers**
SKFR (Lead Agency): Jon Gudmundsen, Joe Guseman
CKFR: JD Tollefson, Dave Stebor
3. **Inventory and Purchasing of Medical Supplies**
CKFR (Lead Agency): Eric Chamberlain, Trevor Stanley
SKFR: Matt Million, Brian Dyste
4. **Peer Support Teams**
CKFR (Lead Agency): Justin Brown, Jeff Sorenson
SKFR: Jon Gudmundsen, April Ramirez
5. **Emergency Coverage**
CKFR (Lead Agency): Jeff Sorenson, Rick O'Rourke
SKFR: Jon Gudmundsen, Josh Hurguy

Future Ventures

As the initial 5 staff reports come to fruition, then the agencies may pursue the following opportunities:

- | | |
|--|-------------|
| 1. Joint Position-Specific Development Classes | CKFR – Lead |
| 2. After-Hours Chief Officer Coverage (IMT, Procedures, Policy) | SKFR – Lead |
| 3. Inventory and Purchasing (Fire Supplies) | |
| 4. Apparatus Specifications (Medics, Brush, Command) | SKFR – Lead |
| 5. Fire Training Academy (2022 Volunteer, Career Strategic Plan) | |
| 6. Combine Training Divisions | CKFR – Lead |
| 7. Training Move-ups | CKFR – Lead |
| 8. Wellness and Fitness Ventures and Purchases | SKFR – Lead |
| 9. PIO & Public Education | |
| 10. Information Technology Services (Strategic, Future Vision) | |
| 11. Firefighter/Paramedic Recruitment (HR) | |

- 12. Ambulance Billing
- 13. Fleet Services
- 14. Facility Services
- 15. Human Resources

IV. TIMELINE

Outlined below is the timeline of work that has already been completed, and the anticipated work going forward:

<i>October 2020</i>	Letter from joint Fire Chiefs to respective Board Chairs
<i>November 2020</i>	Discussions at respective Board of Commissioner (BOC) meetings
<i>January 25, 2021</i>	Fire Chiefs met with Operations
<i>February 4, 2021</i>	BOC Assigned Committees and met with Fire Chiefs
<i>February 23, 2021</i>	Fire Chiefs met with Labor Executives
<i>March 16, 2021</i>	Fire Chiefs met with Operations, Labor Executives and Labor Teams
<i>March 22, 2021</i>	MOU introduced during CKFR BOC meeting
<i>March 25, 2021</i>	MOU introduced during SKFR BOC meeting
<i>April 6, 2021</i>	Fire Chiefs meet with BOC assigned committees
<i>April 8, 2021</i>	SKFR BOC authorizes Chief Faucett to sign MOU
<i>April 12, 2021</i>	CKFR BOC authorizes Chief Oliver to sign MOU
<i>April 19, 2021</i>	Staff reports are due to Operations Divisions for review
<i>(TBD) Week of April 26</i>	Staff report review period (Operations)
<i>(TBD)</i>	Fire Chiefs meet with BOC assigned committee somewhere between these two meetings
<i>May 10, 2021</i>	Fire Chiefs meet with Operations
<i>May 24, 2021</i>	Staff reports, Executive summary presentation to CKFR BOC
<i>June 2021 (TBD)</i>	Joint CKFR/SKFR Board meeting
<i>July 5, 2021</i>	Implementation date for the Top 5 program areas

V. UNDERSTANDINGS

As the parties' desire to expand opportunities for a mutually beneficial partnership, this MOU sets forth preliminary understandings for staff reports to be completed in these areas.

The parties hereby agree that they share the following understandings and commit to using their best efforts to work collaboratively to fulfill these understandings. This MOU and future actions under it are subject to review and approval by each entity's Board of Fire Commissioners. A future Memorandum of Agreement (MOA) or similar agreement(s) between the parties will provide additional details and commitments regarding shared operations.

VI. DURATION/TERMINATION

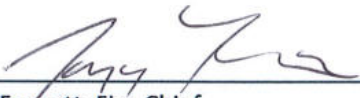
Each party shall have the right to terminate the MOU by giving 90-days written notice to the other party.



John Oliver, Fire Chief
Central Kitsap Fire and Rescue

4-13-21

Date



Jeff Faucett, Fire Chief
South Kitsap Fire and Rescue

4/15/21

Date



March 8, 2012

Bremerton Fire Department
Chief Al Duke
911 Park Ave.
Bremerton, WA 98337-1550

Dear Chief Duke,

In consideration of the recent changes made to the "Interlocal Agreement Between City of Bremerton & South Kitsap Fire And Rescue Regarding Exchange of First Response Fire Protection & EMS Services", as reflected in the recent Amended version of that agreement, South Kitsap Fire and Rescue (SKFR) hereby advises you that for the year 2012 and thereafter, it hereby relieves the City of Bremerton and Bremerton Fire Department of the yearly payment identified in Section 4 it makes to SKFR for the services SKFR provides in the South Kitsap Industrial Area (SKIA) for the City of Bremerton as outlined in the SKIA service agreement dated November 2009.

Also, as we have discussed, SKRF's services for the City into the SKIA area shall continue the same as in the past.

If you have any questions or regarding the contents of this letter, please contact me at (360) 871-2411.

Respectfully,

A handwritten signature in black ink that reads "Wayne Senter".

Wayne Senter, CFO, MIFireE
Fire Chief

**AMENDED
INTERLOCAL AGREEMENT BETWEEN
CITY OF BREMERTON & SOUTH KITSAP FIRE & RESCUE
REGARDING EXCHANGE OF
FIRST RESPONSE FIRE PROTECTION & EMS SERVICES**

THIS AGREEMENT is entered into this 12th day of APRIL, 2012, between the **CITY OF BREMERTON**, a Washington municipal corporation, hereinafter referred to as "City", and **SOUTH KITSAP FIRE & 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 governments 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.

Washington's legislature, through Chapter 52.33 RCW, has set forth its intent that fire protection agencies establish and monitor performance standards to the end that response times concerning fires and emergency medical services (EMS) may be monitored and improved to the end that the public will be better and more timely served.

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

1. Prior Agreement Termination / Amendment to Compensation provision of SKIA Agreement. As of this Agreement's effective date of 4-12-12, it shall replace the Prior Agreement; thereafter the Prior Agreement shall be deemed terminated.

2. First Response Services Provided by the City to South Kitsap Fire. The City shall continue to provide first alarm fire protection and EMS services for priority 1 and 2 calls to the following portion of South Kitsap Fire's jurisdictional service area: Rocky Point. Specifically, the boundaries of Rocky Point's service area are identified on the map set forth on the attached "**EXHIBIT A**", which by this reference is incorporated herein.

3. First Response Services Provided by South Kitsap Fire to the City. South Kitsap Fire shall continue to provide first alarm fire protection and EMS services (Basic Life Support [BLS] and Advanced Life Support [ALS]) to the following portion of the City's jurisdictional service area: Gold Mountain. Specifically, the boundaries of Gold Mountain's service area are identified on the map set forth on the attached "**EXHIBIT B**", which by this reference is incorporated herein.

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AMENDED INTERLOCAL AGREEMENT
REGARDING EXCHANGE OF

FIRST RESPONSE FIRE PROTECTON & EMS SERVICES

Page 1 of 7

4. **CenCom Dispatch Run Cards.** The dispatch run cards maintained and followed by CenCom's dispatchers shall be changed by the party representatives designated in this Agreement as required to reflect the first responder obligations established in this Agreement.

5. **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.

6. **No Exchange of Compensation.** Neither party shall receive compensation of any kind from the other party as a result of the service calls it makes, as identified herein, into the other party's jurisdictional service areas.

7. **Ambulance Transport Billings.** It is agreed, because of Medicare requirements, that billings for ambulance transport shall originate from the transporting agency and be billed directly to the person transported.

8. **Agreement Evaluations & Modifications.** The parties shall meet twice a year, in August and February, to review implementation of this Agreement and its terms, and how such implementation may be improved, and/or what Agreement changes should be made. The delegation from each party shall consist of: the fire chief, or his/her designee; a representative from the firefighter's union; and a member of the fire agency's operations' division.

At such meetings, possible changes in the agreed upon response areas identified in sections 2 and 3 hereof, shall be discussed and tentatively agreed upon. After any such modified response areas have been approved by the governing body for each party, they shall be reflected in a modified EXHIBIT A and/or EXHIBIT B to this Agreement, which modified exhibit(s) shall be dated and signed by designated representatives from each party and with such modified exhibit(s) replacing the prior EXHIBIT A and/or EXHIBIT B as applicable.

Any changes to the body of the Agreement recommended by the delegations from each party, after being approved by the governing body for each party, shall be memorialized in an amended Agreement which shall be duly enacted by the parties.

9. **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.

10. Non-Assignment of Agreement Obligations. Neither party shall assign the obligations placed upon it hereunder to any third party unless specifically approved by the other party in writing.

11. 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.

12. Financial Considerations. The Interlocal Cooperation Act requires that the parties establish how their joint undertaking pursuant to the Interlocal Cooperation Act shall be financed and what joint budget(s), if any, will be maintained. In answer to that statutory directive, each party shall be solely responsible for its own costs incurred in carrying out the terms of this Agreement; no joint financial accounts or arrangements shall be established. Also, no joint budget shall be maintained regarding implementation of this Agreement; each party shall make adequate provisions in its own agency budget for carrying out all its obligations hereunder.

13. Management of Agreement. The parties will not establish any separate legal or administrative entity to manage the duties of each under this Agreement.

14. Acquiring, Holding, & Disposing of Jointly Acquired Property. The Interlocal Cooperation Act requires that the parties establish how property will be acquired, held, and ultimately disposed of. It is not anticipated they will jointly acquire any property, either real or personal, in carrying out the terms of this Agreement. The property of either party used in implementing this Agreement shall remain that party's sole property and under that party's sole control. If the parties do jointly acquire any property for the administration of this agreement, prior to doing so, they shall reach written agreement as to what each will contribute to acquire the property, who shall be in charge of acquiring and managing the property, and how it will be held and ultimately disposed of at the time of this Agreement's termination.

15. 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, they shall both 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.

16. 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 at any time and without cause, by the terminating party submitting written notice to the other party of its intent to terminate this Agreement at least 60 days in advance of the termination date, which termination date shall be set forth in the notice and occur on the last day of the month stated in the termination notice.

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

CITY OF BREMERTON FIRE DEPARTMENT

c/o CHIEF AL DUKE
911 Park Avenue
Bremerton, WA 98337

SOUTH KITSAP FIRE & 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.

17. 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.

18. 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.

19. Approval of Parties. The Bremerton City Council duly considered and entered into this Agreement at its regularly scheduled council meeting held on the 4th day of April, 2012, and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

South Kitsap Fire 's board of commissioners duly considered and entered into this Agreement at its regularly scheduled board meeting held on the 12th day of APRIL, 2012, and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

20. Agreement To Be Filed With County Auditor or Published On Web Site. Pursuant to RCW 39.34.040, this Inter-local Agreement shall be filed by the parties with the Kitsap County Auditor as soon as reasonably practical after its execution, or in the alternative, listed according to subject by each party on its web site or other electronically retrievable public source. Thereafter, each party shall notify the other of the method by which it published this agreement (by either recording it or listing it on its web site) and provide to the other all pertinent information relating thereto.

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: 
PATTY LENT, Mayor

Date of Signing: 4-10-12

Attested to:

by: 
SHANNON CORIN
Interim City Clerk

Date of Signing: 4.10.12

SOUTH KITSAP FIRE & RESCUE

by: 
DAVID GELSLEICHTER, Board Chair

Date of Signing: 4-12-12

by: 
WAYNE SENTER, Fire Chief

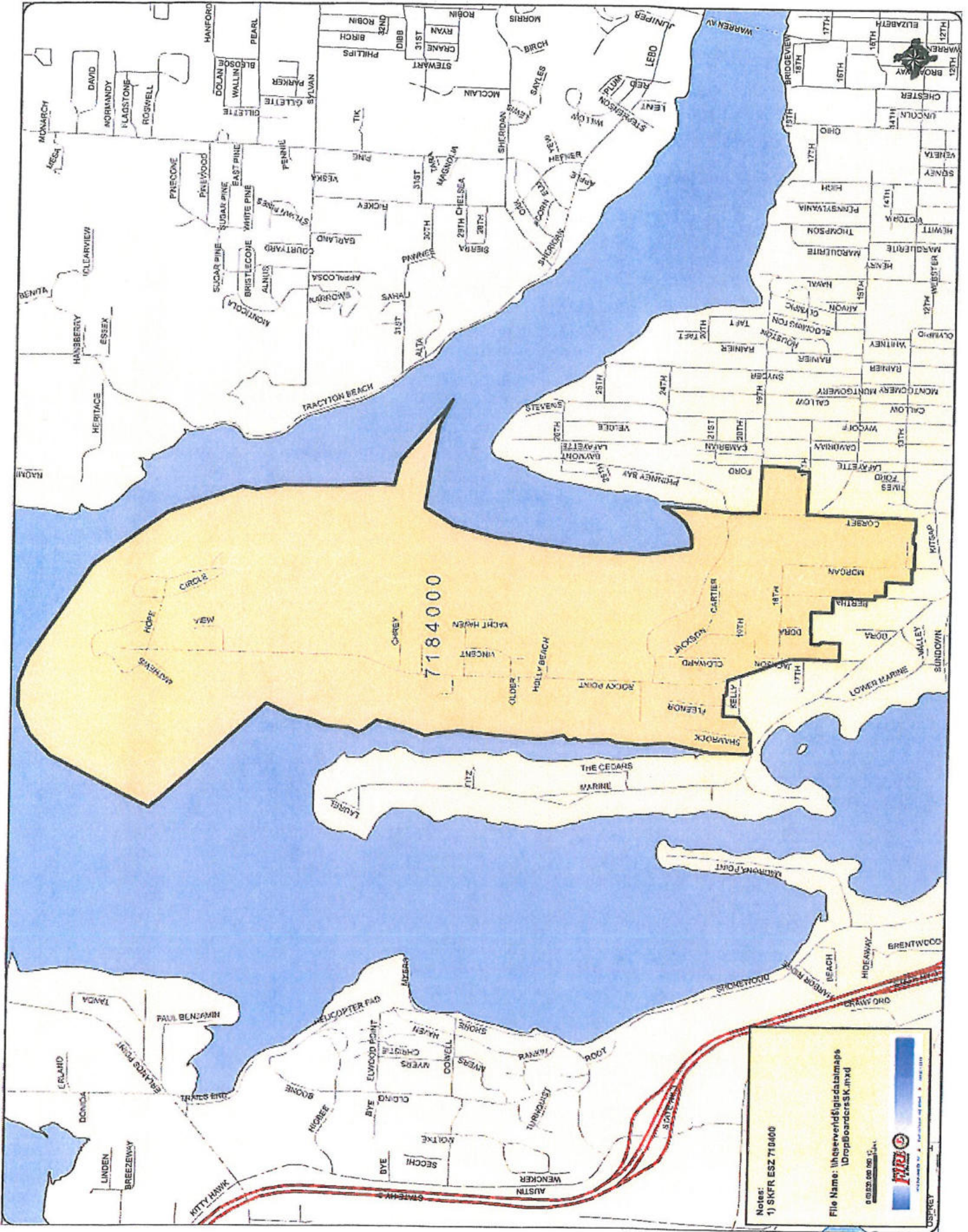
Date of Signing: 4-12-12

Attested to:

by: 
RICHARD GROSS, Board Secretary

Date of Signing: 4/12/12

EXHIBIT "A"

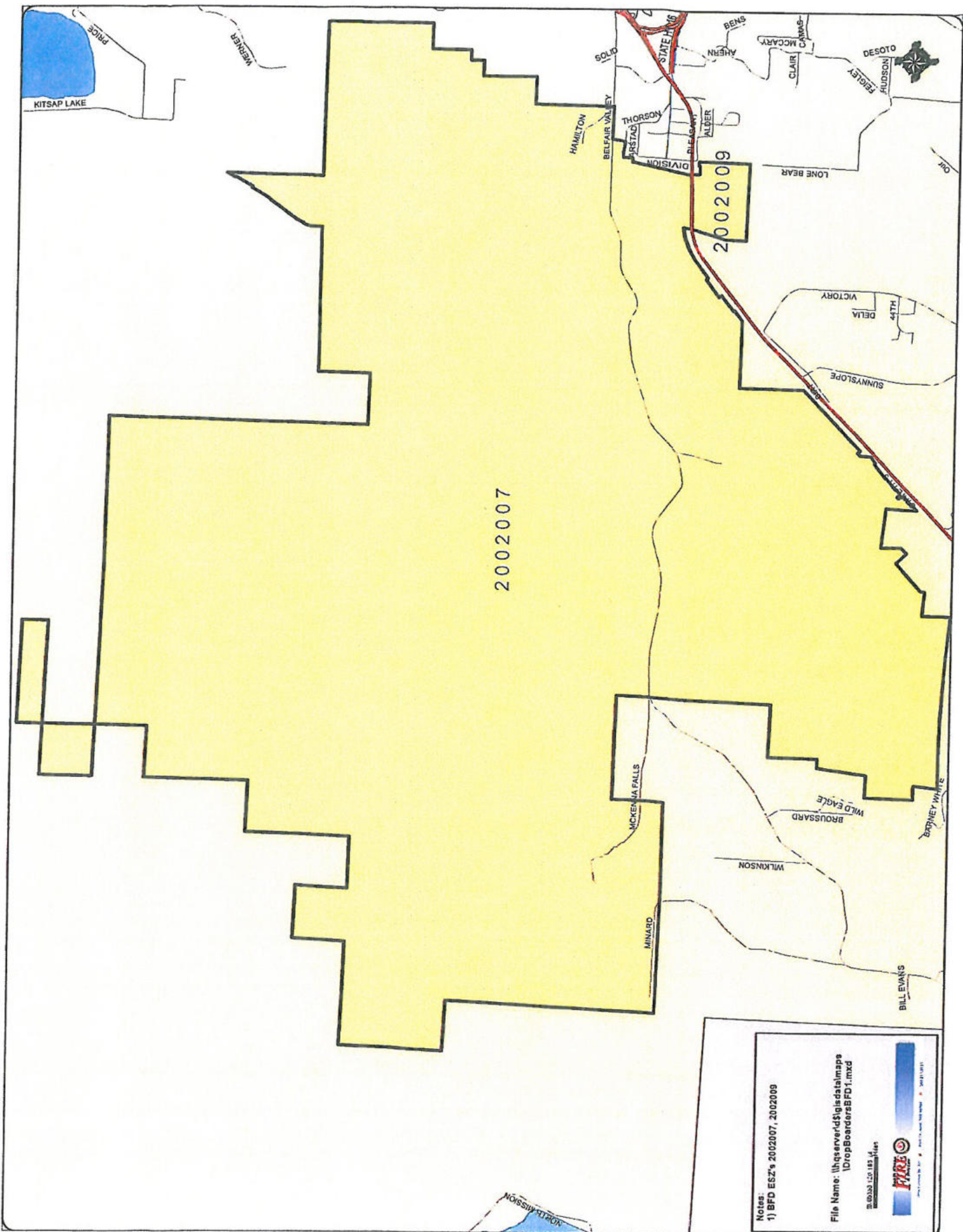


Notes:
1) SKFR ESZ 710400

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www.fire.com

EXHIBIT "B"



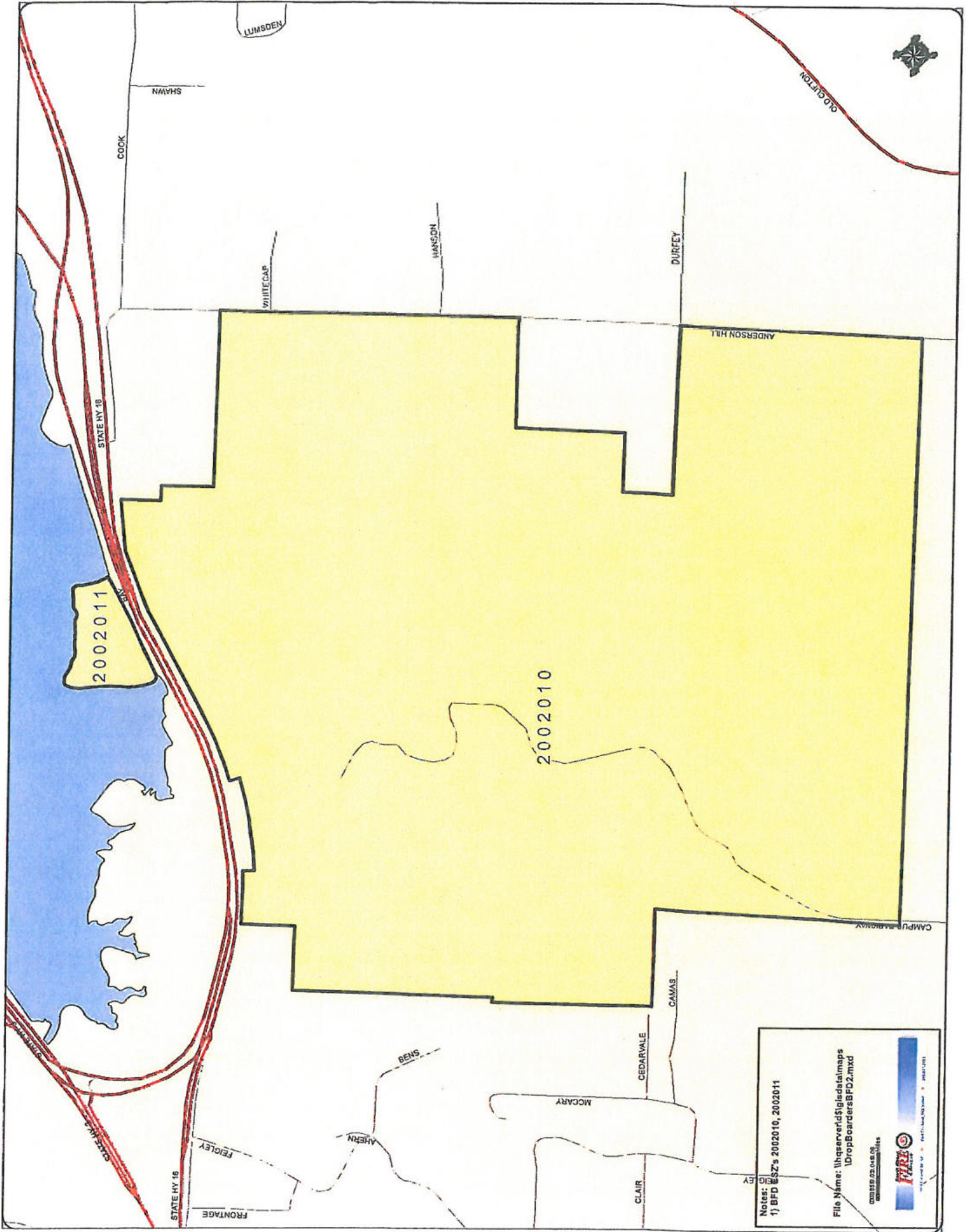
Notes:
1) BFD ESZ's 2002007, 2002009

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2003.125.183
11/14/03

© 2003 FireMap.com

EXHIBIT "B"



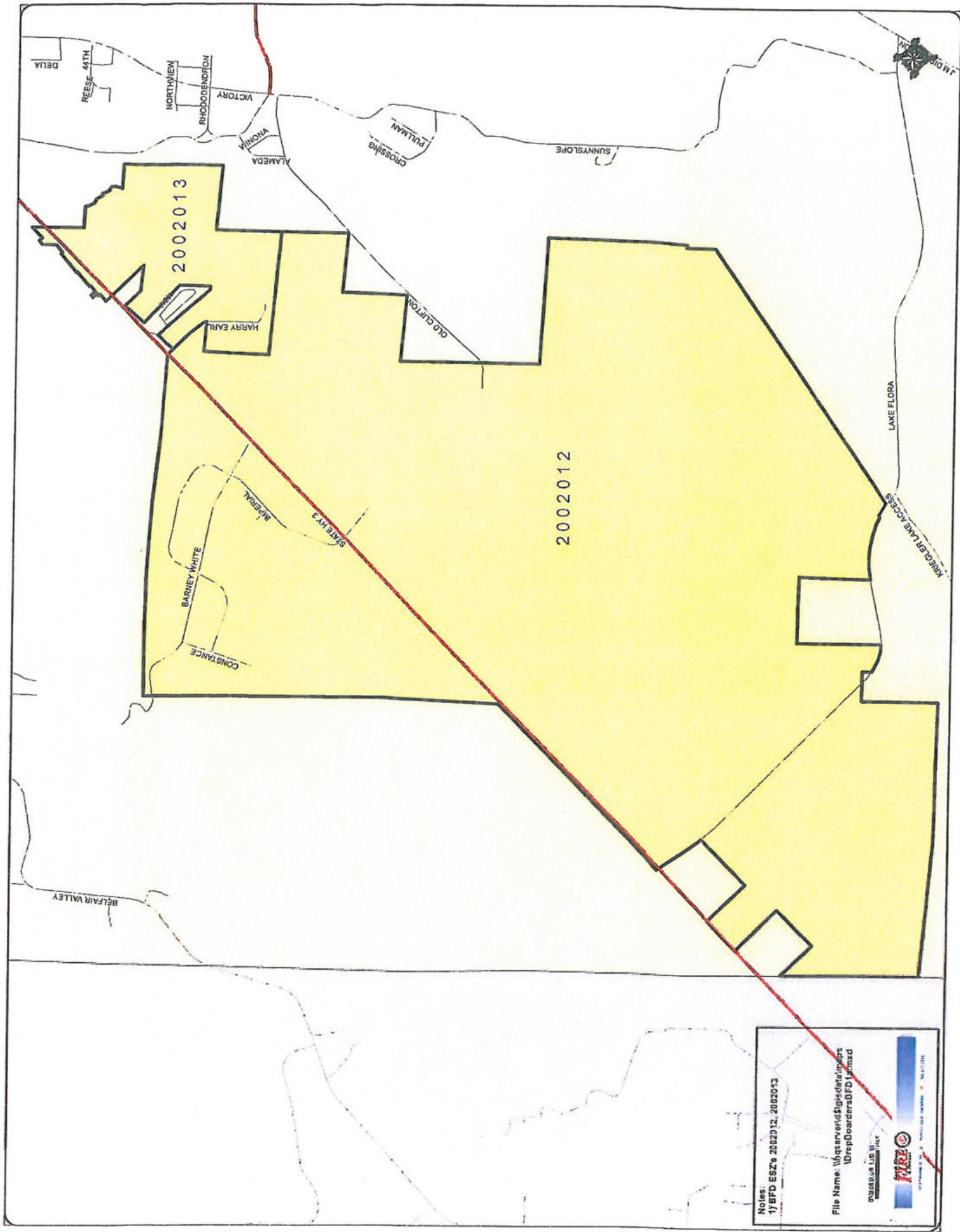
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Map of Fire Department

EXHIBIT "B"



Notes:
1) BFD ESZ's 2002012, 2002013

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ESZ

FIRE

10/17/2012

**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

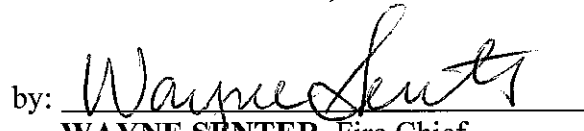
Date of Signing: 11-12-09

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



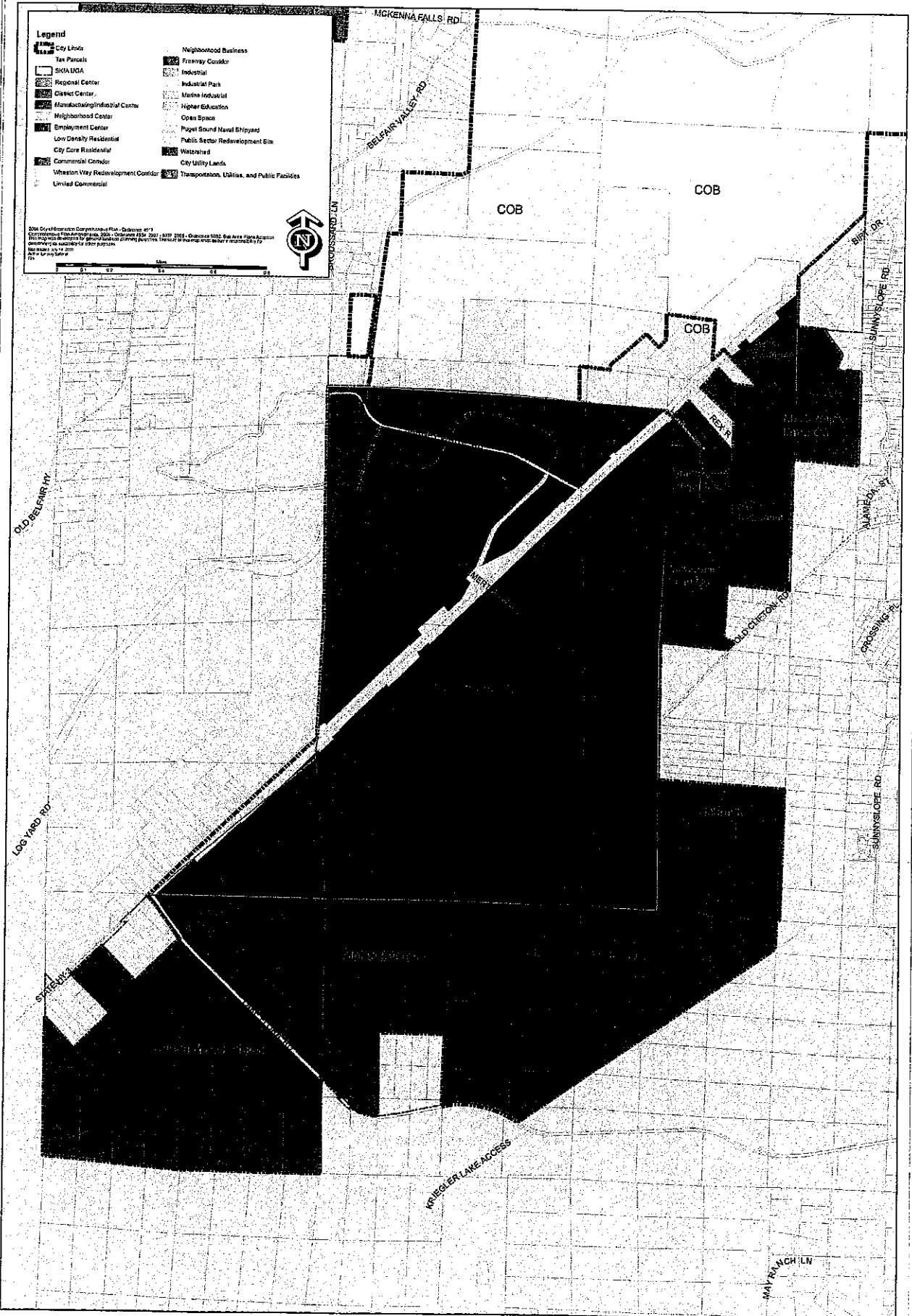
SKIA Property Owners

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 presented on this map for any other purpose.
 Map Date: 11/11/2017
 File: SKIA_Plan_11/11/2017.aprx



**INTERLOCAL AGREEMENT BETWEEN
KITSAP FIRE DISTRICT #7 & CITY OF PORT ORCHARD
REGARDING
PATROL BOAT OPERATED BY CITY POLICE DEPARTMENT**

This Agreement is entered into this ¹⁰ 27 day of February, 2004, between **KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7**, a Washington municipal corporation, hereinafter referred to as "DISTRICT 7", and the **CITY OF PORT ORCHARD**, a Washington municipal corporation, hereinafter referred to as "CITY". Herein, DISTRICT 7 and the CITY shall also be generically referred to collectively 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 constituents.

The City's police department has recently purchased a Boston Whaler run-a-bout patrol boat ("Patrol Boat") which it maintains at the Port of Bremerton's Port Orchard Marina ("Marina"). The City and District 7 have agreed there is a mutual need for them to cooperate regarding emergencies occurring on the waters of Puget Sound near the City's boundaries accessible by the Patrol Boat: the City will provide policing/rescue services, and District 7 will provide emergency medical services and other appropriate aid. It is anticipated District 7 will be contacted on a relatively limited basis (approximately six times per year) to provide its services from the Patrol Boat.

The purpose of this Agreement is to set forth the detailed agreement of the parties regarding the matters contained herein in writing.

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

1. **Location of Patrol Boat**. The City shall maintain the Patrol Boat at a permanent slip at the Port Orchard Marina.
2. **District 7 Equipment on Patrol Boat**. During the term of this Agreement, District 7 shall maintain on the Patrol Boat, at a location designated by the City, the following: a float-a-pump for use in fighting fires; minimal first aid supplies; and a back board.
3. **Notification to District 7 to Participate in Rescue Operation / Patrol Boat Staffing**. When the City's marine officers are notified to respond to a water rescue, and where the information received indicates there may be injuries, or when the special qualifications of District 7 may be otherwise helpful, District 7 shall be notified through CENCOM or other acceptable means, and District 7

personnel from its Station 31, or the next available station, shall rendezvous with the City's marine officer(s) at the Patrol Boat's Marina slip for response. If District 7 personnel are called to respond to an incident on the water, it shall only be necessary for the City to staff the Patrol Boat with one marine officer rather than two in situations where District 7 personnel participate. The Patrol Boat shall be operated at all times by the City's marine officer(s).

4. Individual Requiring Advanced Life Support. If District 7 personnel treat an individual who requires advanced life support services, its personnel shall attempt to stabilize the individual, and the City's marine officer(s), in coordination with District 7's personnel, shall bring and dock the Patrol Boat at the nearest appropriate accessible land site (generally where a dock is located) where the treated individual may be transported to the closest appropriate treatment site.

5. Insurance and Hold harmless Provisions. The City and District 7 shall each carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party in any Patrol Boat response whether it be the City or Fire District. Each party agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause, arising out of or connected with the performance of this Agreement, and to indemnify and hold the other party hereto and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that party's employees, of this Agreement. All liability for salaries, wages, and other compensation of each party's employees shall be that of the respective employer.

6. Patrol Boat Maintenance. The City shall be responsible for maintaining and operating the Patrol Boat in a good, clean, and safe condition. The City shall also be solely responsible for insuring the Patrol Boat against any damage caused to it from whatever source, or from any damage to persons or property of others caused by the Patrol Boat or its operation. If any major improvements to the Patrol Boat are contemplated that would be mutually advantageous to the operations of each party, appropriate representatives from the City and Fire District 7 shall meet in a spirit of cooperation to discuss how those improvements will be paid for.

7. Patrol Boat Use Guidelines. Representatives from each party shall meet from time to time, as deemed appropriate by either party, to discuss and develop rules and/or guidelines for their joint use of the Patrol Boat so that it may be used in the most efficient and safe manner possible. Any rules or guidelines which are agreed to shall be placed in writing and signed by an appropriate representative from each party. All personnel from both Fire District 7 and the City shall be fully advised of all such rules or guidelines as they are developed.

8. Termination. This Agreement shall remain in effect indefinitely until terminated by either party according to the provisions of this section. Either party shall have the right to terminate this Agreement and the cooperative effort created hereby, by supplying advance written notice to the other party of its intent to terminate the provisions of this Agreement. The actual termination date shall be set forth in the termination notice and shall not terminate without at least thirty (30) days after service of the notice on the other party. The termination notice shall be served either personally, with the receiving party signing a receipt therefore, or by certified mail, return receipt required. The notice shall be deemed served on the date the receipt is signed in the case of personal service, or two business days after the notice is mailed from a US postal drop in Kitsap County by certified mail, return receipt requested.

For purposes of receiving written notices under this Agreement from each other, the contact liaison person for each, and address for submitting notices to the other, are as follows for District 7,

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7

c/o CHIEF **MIKE BROWN**
1974 Fircrest Drive SE
Port Orchard, WA 98366
Phone: 360-871-2426

and as follows for the City,

CITY OF PORT ORCHARD POLICE DEPARTMENT

c/o CHIEF **ALAN L. TOWNSEND**
546 Bay Street
Port Orchard, WA 98366
Phone: 360-876-1700

If the name or address of the contact/liaison person for either party ever changes, that party shall promptly notify the other party of its new contact/liaison person and/or address for the receipt of notices.

9. Cooperation / Disputes. These 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.

If any disputes arise between the parties regarding this Agreement and its implementation and/or interpretation that are not quickly resolved, each party shall take all necessary steps 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.

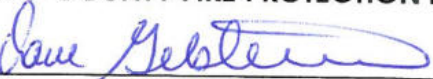
10. Complete Agreement. This Agreement constitutes the full and complete agreement of the parties as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

11. Approval of Parties. DISTRICT 7's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the 22nd day of January, 2004 and authorized the individuals signing this Agreement hereafter to sign the same on its behalf. The CITY's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the ___ day of _____, 2004 and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

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. Agreement to be Filed with County Auditor. Pursuant to RCW 39.34.040, this inter-local agreement shall be filed with the Kitsap County Auditor by the City as soon as reasonably practical after both parties have duly executed it. The City shall thereafter provide a fully conformed filed copy hereof to Fire District 7.

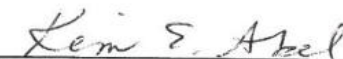
KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7

by:  Date of Signing: 01-22-2004
DAVE GELSLEICHTER, Board Chairperson

by:  Date of Signing: 1-22-04
MIKE BROWN, Fire Chief

by:  Date of Signing: 1/22/04
RICK GROSS, Secretary

CITY OF PORT ORCHARD

by:  Date of Signing: 1/29/2004
KIM E. ABEL, Mayor

Attest:

by:  Date of Signing: 1/29/04
CAROL ETGEN, City Clerk

**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.

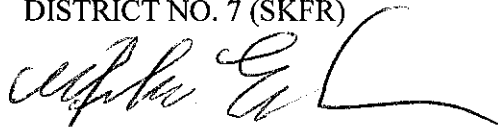
6.14 Cooperation / Disputes. The parties shall strive to cooperate with one another in all reasonable respects and at all reasonable times so the terms and spirit of this Agreement may be fully implemented for the benefit of both parties and their constituents.

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

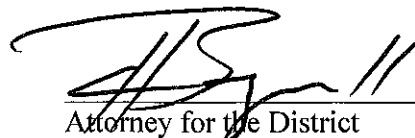
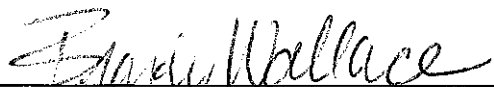
Chairman Miche Eslava

Date: 2-3-2022

Date: 02-10-2022

ATTEST/AUTHENTICATED:

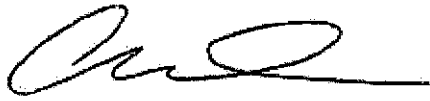
APPROVED AS TO FORM:



Brandy Wallace, MMC, City Clerk

Attorney for the District

APPROVED AS TO FORM:



Charlotte Archer, City Attorney

EXHIBIT A
Compensation Provisions for Services

Service	Payment	How Paid
Section 2.5: Expert Consultation on Inspections	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
Section 2.10 Hazardous Materials Emergency Assistance Agreements.	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

KITSAP COUNTY FIRE CHIEFS ASSOCIATION INTERLOCAL COOPERATION AGREEMENT

THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) Between Bremerton Fire Department (“BFD”), Central Kitsap Fire and Rescue (“CKFR”), South Kitsap Fire and Rescue (“SKFR”), Kitsap County Fire District 18/Poulsbo Fire (“PF”), North Kitsap Fire and Rescue (“NKFR”), and Bainbridge Island Fire Department (“BIFD”) (hereinafter the “parties”), by which the parties agree to establish and participate in joint membership of the KITSAP COUNTY FIRE CHIEFS ASSOCIATION (“KCFCA”). This agreement supersedes and replaces any and all prior agreements relating to the KCFCA whether written or oral.

WHEREAS, this Agreement is formed to be consistent with the provisions and terms of the “Interlocal Cooperation Act” pursuant to RCW 39.34 et seq.; and

WHEREAS, the KCFCA was created in 1994 to help promote fire prevention, fire suppression, emergency medical services, and life safety legislation and education through the cooperation of the local fire departments’ joint efforts of their respective Chief officers; and

WHEREAS, it was believed that each of the parties and the public would benefit through regional coordination and cooperation of the KCFCA; and

WHEREAS, the parties now desire to establish a separate legal entity to provide oversight for the activities of the parties of the KCFCA;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

The purposes of this Agreement are:

- a. To provide a means for the continued development of fire suppression and fire prevention services as well as a coordinated effort to influence legislation and education benefiting the region’s emergency service providers and public.
- b. To replace and supersede the original Kitsap County Fire Chief’s Association Agreement, re-establishing the working relationship between the parties who were the initial participants of that Agreement;

- c. To establish the KCFCA as an LLC, a separate legal entity as authorized by RCW 39.34.030(3)(b);
- d. To establish a process of administrative oversight for such services provided by the KCFCA;
- e. To establish a process for other jurisdictions and public entities to become participants in this Agreement.

2. DEFINITIONS

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them pursuant to state statute or other controlling law, or as defined in this Agreement:

- a. "*Member Agency*" means a voting and fees paying municipal or other governmental entity which is a party to this agreement.
- b. "*State*" means the State of Washington.
- c. "*Region*" means Kitsap County and other adjoining counties.
- d. "*Kitsap County Fire Chiefs Association*" means the separate legal entity established and acknowledged by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.
- e. "*Majority Vote*" means more than one-half of the votes cast by member agency representatives when a quorum is present.
- f. "*Administrative Board*" shall mean the representatives of member agencies of the KCFCA identified in Section 4 of this Agreement.

3. PARTICIPATION

The Bremerton Fire Department, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, Kitsap County Fire District 18/Poulsbo Fire, North Kitsap Fire and Rescue, and Bainbridge Island Fire Department participate in the formation and operation of the KCFCA for the purposes established pursuant to this Agreement. Other governmental organizations may join the KCFCA upon approval of the KCFCA Administrative Board and by agreeing to the terms of this Agreement established below. Other organizations who are not governmental organizations may participate and take advantage of the services provided by

the KCFCA pursuant to separate service agreements pursuant to those rules established by the KCFCA Bylaws.

4. MEMBERSHIP AND VOTING RIGHTS OF THE KCFCA ADMINISTRATIVE BOARD

- A. Membership in the KCFCA is established by execution of this Agreement and payment of any required fees as established by the Administrative Board.
1. A municipal or government entity that desires to become a later member of the KCFCA must obtain permission to do so by a majority vote of the Administrative Board. The required permission applies to any entity that wishes to become a member. Any entity seeking to join the KCFCA must sign an amendment to this Agreement establishing their membership. However, such membership is subject to legislative approval of all member agencies. Further, any entity seeking to join the KCFCA must pay all fees in accordance with this Agreement.
 2. A non-municipal or non-governmental entity that desires to participate in the KCFCA shall be entitled to do so pursuant to the Bylaws of the KCFCA.
 3. Ex-Officio members may be allowed to participate in the KCFCA pursuant to the Bylaws of the KCFCA.
- B. The KCFCA Administrative Board shall consist of one (1) representative who shall be the Chief Officer from each participating member agency, each of whom is delegated one vote.

The membership and structure of the KCFCA Administrative Board may only be modified through an amendment to this agreement, recommended by a majority of the Administrative Board and approved by a majority of the member agencies.

5. AUTHORITY AND RESPONSIBILITIES OF THE KCFCA ADMINISTRATIVE BOARD

The KCFCA Administrative Board shall have the authority and the responsibilities to provide policy and legislative direction for the KCFCA and its administration, and in particular shall:

- a. Establish bylaws that govern the procedures of the KCFCA Administrative Board and daily operations of the KCFCA;
- b. Recommend appropriate action for the KCFCA to the legislative bodies of the participating members;

- c. Enter into agreements with, and receive and distribute funds from any federal, state or local agencies;
- d. Determine what services are to be offered by the KCFCA and under what terms they shall be offered;
- e. Review and adopt annual budgets;
- f. Review and approve budget expenditures;
- g. Enter into agreements with third parties for services necessary to fully implement the purposes of this agreement;
- h. Apply for such federal, state, or private funding of any nature as may become available to assist the KCFCA in carrying out its purposes and functions;
- i. Purchase, take, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property;
- j. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of property and assets;
- k. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- l. Enter into contracts
- m. Review and adopt personnel, purchasing and financial policies;
- n. Any and all other acts necessary to further the KCFCA's goals and purposes.

6. FINANCING

A. Cost Allocation. All members shall pay the annual fees as described in the KCFCA Bylaws.

B. The Fiscal Year. The fiscal year shall coincide with the calendar year.

C. Adoption of Budget. By September of each year the KCFCA Administrative Board shall adopt a draft annual work program, budget, and cost allocation of the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the KCFCA Administrative Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the KCFCA Administrative Board. All expenditures shall be made from the Fund identified earlier.

D. Notice of Budget. On or before September 30, the KCFCA Administrative Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to each member agency's representative. On or before November 30, the KCFCA Administrative Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to each member agency's representative.

E. Contracting. All contracts made by or on behalf of the KCFCA shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

7. FACILITIES AND PROPERTY

Any property owned or maintained by the KCFCA shall be used and disposed of in accordance with the Bylaws established by the KCFCA Administrative Board.

8. DURATION

This Agreement shall remain in full force and effect in perpetuity from its effective date unless earlier terminated or modified as provided herein.

9. MODIFICATION

The terms of the Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

10. TERMINATION

- A. Any member agency has the right to withdraw from this Interlocal Agreement by giving the KCFCA Administrative Board six (6) months prior written notice. Withdrawal by one member agency to the Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies.

11. HOLD HARMLESS

Each party shall defend, indemnify and save all other parties harmless from any and all claims arising out of that party's negligent performance of this agreement. Any loss or liability resulting from negligent acts, errors, or omissions of the KCFCA Administrative Board, KCFCA Director and/or KCFCA staff shall be borne by the KCFCA exclusively.

12. INSURANCE

- A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the KCFCA Administrative Board, member agencies, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the KCFCA

exclusively, and the KCFCA shall defend such parties, at its cost, upon request by the member agency, Board member, and/or employee.

- B. The KCFCA Administrative Board shall obtain commercial general liability, and auto liability insurance coverage for the KCFCA Administrative Board, and any staff employed by the KCFCA, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officer, agents, and employees as additional insured's. The KCFCA Administrative Board shall annually evaluate the adequacy of the KCFCA's insurance coverage.
- C. The KCFCA Administrative Board shall require that all contractors and subcontractors utilized by the KCFCA obtain insurance coverage consistent with Section 13(B).

13. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an agreement entered into under Chapter 39.34 RCW. Its duration is as specified in Section 9. The organization, composition and nature of the KCFCA Administrative Board is as specified in Section 4. Its purposes are as described in Section 1. Its manner of financing and budgeting is as described in Section 7.. Its termination as described in Section 11. The method for disposing of property upon withdrawal or termination is set forth in Section 8.

14. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

15. NOTICES

Except as provided elsewhere in this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Section 4 with a copy of such notice provided to the Executive Director, if one has been appointed by the KCFCA Administrative Board. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

16. VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding

arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

17. ENTIRETY

This Agreement supersedes all previous inter-local agreements, if any, and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

18. SEVERABILITY

If any of the provisions of the Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. CLAIMS

- A. Any claim for damages made under Chapter 4.96 RCW shall be filed with the Chair of the KCFCA Administrative Board, or other Agent as identified pursuant to the KCFCA Bylaws.
- B. Upon receiving a claim for damages, or any other claim, a copy of the claim will be provided to each member agency.

20. EXECUTION AND FILING

The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Chair of the KCFCA Administrative Board who shall file an executed original of this Agreement with the Kitsap County Auditor. The Chair of the Administrative Board shall distribute duplicate conformed copies of the Agreement to each of the parties. Parties that sign on as members at a later date will provide original signature pages of this Agreement to Kitsap County Auditor for filing. The Chair of the Administrative Board shall distribute duplicate conformed copies of the signature pages filed later to each of the parties.

21. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Section 21.

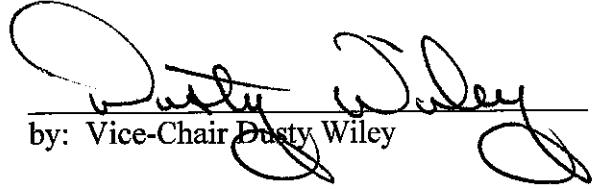
SOUTH KITSAP FIRE AND RESCUE

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

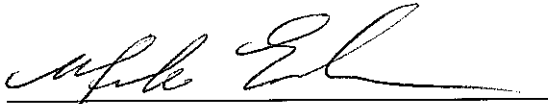
Executed this 23rd day of May, 2013.



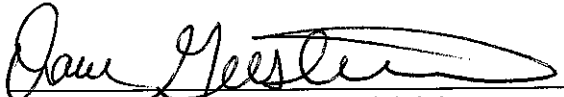
by: Chair Paul Golnik



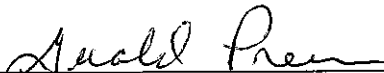
by: Vice-Chair Dusty Wiley



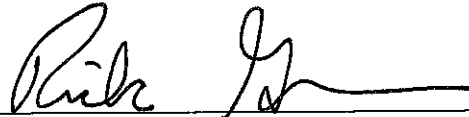
by: Commissioner Mike Eslava



by: Commissioner Dave Gelslechter



by: Commissioner Gerald Preuss



Attested by: Attorney/Secretary Rick Gross

**KITSAP COUNTY FIRE CHIEFS
SHARED STAFFING INTERLOCAL AGREEMENT**

This Agreement is entered into between the undersigned fire protection districts for the purpose of assisting supplemental short term staffing in the event that a Fire District is unable to meet their staffing requirements.

RECITALS

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each party to this agreement maintains and operates their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. Each party occasionally experiences circumstances that result in unpredicted and unanticipated inability to meet their staffing needs to maintain their established services level
4. The Parties believe that establishing a framework for the sharing of emergency response resources, including personnel, will be of direct benefit to the health and safety of the community and personnel

AGREEMENT

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

1. Scope of Agreement

1.1. General. The scope of this Agreement authorizes the fire chiefs to work cooperatively to allow for the signatory agencies to request and provide the resources necessary to maintain emergency response service levels. This agreement is limited to staffing levels and is exclusive to automatic aid agreements for response and/or backfill related to emergency incidents.

1.2. Definitions.

- 1.2.1. **Assisting Agency.** A party to this Agreement that requests emergency response resources from another party to the Agreement.
- 1.2.2. **Requesting Agency.** A party to this Agreement that provides emergency response resources from another party to the Agreement.
- 1.2.3. **Assigned Personnel.** An employee of an Assisting Agency assigned to staff a Requesting Agency's station(s)

1.2.4. **Emergency Response Resources.** The apparatus, personnel, and equipment that are assigned from the Assisting Agency to the Requesting Agency.

1.3. **Emergency Response Staffing Levels.** Each agency is responsible for making the determination to request emergency response staffing, including the establishment of their own emergency response service levels and internal processes for attempting to maintain their service level.

1.4. **Assisting Emergency Response Resource:** Each agency is responsible for determining if they are able to provide emergency response resources to a requesting agency. Each agency is responsible for determining their internal methods for selecting the assigned personnel and equipment. This agreement creates no requirement or obligation to provide emergency response resources.

1.5. **Request for Emergency Response Resources:** At such time that a requesting agency determines the need for Emergency Response Resources, they will notify the Fire Chief or designee of the assisting agency(s), of their choice. The request should include the type of apparatus/equipment needed, the qualification requirement of the assigned personnel, and the beginning and end time of the request.

1.6. **Emergency Response Resources:** Emergency Response Resources will be assigned to the requesting agency as a complete response ready apparatus, including the apparatus, equipment, supplies, and personnel (minimum of two). The Emergency Response Resources will be assigned to a requesting agency's fire station and have normal access and use of the facility.

1.7. **Emergency Response:** The emergency response resource will be moved up the appropriate station and will respond to emergency incidents as it would under existing automatic aid agreements, including the billing for patient transport. During emergency responses, the assigned emergency response resource will fall under the supervision of the requesting agency's incident management structure.

1.8. **Ancillary Duties:** The assigned personnel will participate in normal training, facilities maintenance, and shift activities as assigned by the requesting agency.

2. **Employment Status.**

2.1. **Supervision;** The requesting agency will be primarily responsible for supervising the assigned personnel during the assignment to the requesting agency's station. Provided, however, any corrective action or supervisory issues will be handled by the assisting agency based on the documentation provided by the requesting agency. If, at any time, the requesting agency determines that the assigned personnel are unfit to fulfill the emergency response requirement they will notify the assisting agency and request replacement or terminate the resource request.

2.2. **Compensation and Benefits:** The assigned personnel will remain employees of the assisting agency for the duration of the assignment, assigned to work at the

requesting agency's fire station, and shall not be considered employees of the requesting agency. The assisting agency will remain responsible for all compensation and benefits to their assigned staff consistent with their collective bargaining agreement, including administration of payment of all wages, and other forms of compensation and compliance with all rules and regulations governing reporting, payment, and withholding of federal and state taxes imposed, including but not limited to:

- Federal income tax withholding;
- State and local income tax withholding;
- Federal Insurance Contributions Act (FICA) and Medicare tax withholding, as well as the employer component of FICA and Medicare tax;
- Federal Unemployment Tax Act (FUTA) obligations, and
- Applicable state unemployment tax obligations;
- L&I premiums

3. Payment.

3.1. The requesting agency will be required to compensate the assisting agency for the direct costs of providing the emergency response resources. This will include compensation for the hours worked by the assigned personnel, including travel to time to/from the assigned station. Compensation for non-transport apparatus will be based on the current Fire Chief's rate. There will be no compensation for the use of transport capable apparatus, in Lieu of the assisting agency billing for patient transports. Compensation for equipment use/damage will be consistent with existing automatic aid agreements. The Assisting Agency shall remain responsible for all compensation paid to its Assigned Staff consistent with their collective bargaining agreement.

4. Term. This agreement shall be effective on execution and shall continue until terminated by either party with 30 days advance written notice.

5. Indemnification and Hold Harmless. Each party agrees to defend, indemnify, and hold harmless the other party 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 willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. 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. 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.

6. Insurance. Each party shall provide insurance coverage for its own operations, facilities, equipment and personnel. Each party shall furnish to the other party, appropriate documentation showing that such coverage is in effect.

7. Dispute Resolution.

7.1. 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.

7.2. 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 Kitsap County Superior Court, Kitsap 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. The prevailing party in the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.

7.3. 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 Kitsap County Superior Court. The court shall determine all questions of law and fact without empaneling 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.


7.4. 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.

8. Miscellaneous


8.1. Administration. This Agreement shall be administered by the Fire Chiefs of the parties.

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 8.9. Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 8.10. No Separate Entity. No separate or legal or administrative entity is created by this Agreement.**
- 8.11. Filing.** The parties shall file a certified copy of this Agreement with the Kitsap County Auditor or, alternatively, post the Agreement on each Party's website before the Agreement becomes effective, as required by RCW 39.34.040.


City of Bremerton:


Pat McGanney, Fire Chief


Bainbridge Island:


Hank Teran, Fire Chief

Central Kitsap Fire and Rescue:


John Oliver, Fire Chief

North Kitsap Fire and Rescue:


Dan Smith, Fire Chief

Poulsbo Fire Department:


Jim Gillard, Fire Chief

South Kitsap Fire and Rescue:


Jeff Faucett, Fire Chief

**AUTOMATIC AND MUTUAL AID
INTERLOCAL AGREEMENT
REGARDING
FIRE PROTECTION, EMERGENCY MEDICAL, AND OTHER SERVICES**

Summary for Recorder's Use (RCW 65.04.045):

1. **Reference Number** of documents being assigned or released: Not Applicable.
2. **Grantors:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire District 18;
 7. Kitsap County – Office of the Fire Marshal;
 8. Navy Region Northwest.
3. **Grantees:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire District 18;
 7. Kitsap County – Office of the Fire Marshal
 8. Navy Region Northwest;
 9. The Public.
4. **Summary Legal Description:** Not Applicable.
5. **Assessor's Property Tax Parcel Account Number(s):** Not Applicable.

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2010, among the following governmental entities, acting pursuant to the authority provided by Washington State's Interlocal Cooperation Act, Chapter 39.34 RCW: the **City of Bremerton Fire Department; North Kitsap Fire and Rescue; Central Kitsap Fire and Rescue; South Kitsap Fire and Rescue; Bainbridge Island Fire Department; Poulsbo Fire District 18; Kitsap County – Office of the Fire Marshal;** and pursuant to 42 USC 1856a: **Navy Region Northwest Fire & Emergency Services** (hereinafter also generically referred to collectively as "Fire Departments" or "Agencies", and singularly as "Fire Department" or "Agency"). With the exception of Navy Region Northwest, each Agency named herein constitutes a Washington State municipal corporation and enters this agreement under the authority of Chapter 39.34 RCW. Navy Region Northwest is an agency of the United States and enters this agreement under the authority of 42 USC 1856a. As a federal agency, Navy Region Northwest is excluded from the requirements of the RCW as set forth in this agreement. Washington State's Interlocal Cooperation Act 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.

Automatic and Mutual Aid Agreement
To Provide Fire Protection, Emergency Medical,
Prevention, and Other Service
May 4, 2010

This Agreement seeks to provide each Agency the benefits of mutual and automatic aid from the other Agencies concerning: fire protection; arson investigation; hazardous materials incident responses; emergency medical services; motor vehicle accidents; rehabilitation services; water rescues; and joint training for the protection of life and property.

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

1. Purpose. The purpose of this Agreement is to provide a means for the Fire Departments, under certain circumstances, to collaborate and combine their resources in the form of personnel and equipment to respond to incidents involving fire protection, arson investigation, hazardous materials incident responses, emergency medical services, motor vehicle accidents, rehabilitation services, water rescue and joint training for the protection of life and property.

2. Standard Delivery of Services. Upon request being made by a representative of an Agency ("requesting Agency") for any of the resources identified in "Appendix A", hereof from another Agency ("responding Agency"), resources will be dispatched from the responding Agency in accordance with the request, subject however to the response limitations set forth in section 3 hereof, to that location within the requesting Agency's usual service area as requested.

3. Responding Agency Dispatch Conditions. The dispatch of equipment and personnel by a responding Agency shall be subject to the following conditions:

A. Rendering of Aid Not Mandatory. The rendering of mutual and automatic assistance under this Agreement shall not be mandatory, but the Agency receiving a request to respond shall inform the requesting Agency as soon as reasonably possible, if for any reason the requested assistance will not be provided. The officer in charge of any fire department asked to respond to a request shall have the right to determine the ability and priority of providing mutual and automatic assistance under this Agreement should his/her fire department already be committed to an emergency within its jurisdiction or pursuant to other mutual and automatic aid agreements then in effect.

B. Information Accompanying Request / Use of ICS. Any request for aid hereunder shall include a statement of the number and type of equipment and personnel sought, and shall specify the location where the equipment and personnel are to be dispatched. Provided, however, under all circumstances, the number and type of equipment, and the number and type of personnel to be furnished, shall be determined by the responding Agency's representative.

Each Agency shall use the Incident Command System ("ICS") for all mutual and automatic responses, and shall establish and maintain dispatch run cards personal to that Agency at CenCom to reflect the response obligations established in this Agreement.

C. Reporting Requirements at Incident. The responding Agency shall report to the officer in charge of the requesting Agency at the location where the equipment and personnel is dispatched, and shall be subject to the orders of that official. Provided, however, the officer in charge of a responding Agency may, in the exercise of his/her best judgment and discretion, refuse to commit personnel, equipment, or both, to a position or task that he/she determines possesses the reasonable potential to unreasonably imperil such personnel and/or equipment.

D. Requesting Agency Incident Release. A responding Agency shall be released by the requesting Agency when: its services are no longer reasonably required; or when it must respond into its own service area.

E. Identification of Agency Services. The mutual assistance services each Agency agrees to provide pursuant to this Agreement are identified in "**Appendix A**", attached hereto, which by this reference is incorporated herein and made a part hereof.

F. Patient Transport Rates. Emergency medical patients requiring transport to a medical facility for continued medical care shall be billed for the transport services provided, by the Agency providing the transport, at the established rate of such transporting Agency.

4. Indemnification, Limitation of Liability, and Insurance. Each Agency shall, at all times, be solely and exclusively responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this Agreement. Each Agency's personnel shall be under the employment of its Fire Department for purposes of any injury, loss, claim, damage or liability arising out of or related to this Agreement. Each Agency further agrees to hold harmless, defend, and indemnify, the other Agencies and their personnel from all costs, expenses, losses, and damages, including cost of defense incurred as a result of any acts or omissions of the pertinent acting or non-acting Agency or its personnel relating to its performance or wrongful non-performance under this Agreement.

Each Agency shall provide to all other Agencies in the form of a Certificate of Coverage, proof of its insurance or self-insurance that provides good and adequate coverage for all its reasonably foreseeable activities hereunder.

The terms and limitations of indemnification, limitation of liability, insurance and/or proof of insurance by the Department of the Navy are controlled and limited by federal law. Nothing contained within this Mutual Aid and Interlocal Agreement shall act to modify in any way, any provision of applicable federal law as it applies to any activities taken pursuant to this agreement.

5. Meetings.

A. Annual Meeting. The Agencies shall jointly meet annually, in March, to review implementation of this Agreement and its terms, and how such implementation may be improved, and/or what Agreement changes should be made.

B. Meeting Delegates. The meeting delegate for each Agency shall be the Agency's Fire Chief, or his/her designee.

C. Additional Meetings. If the Board Chair and Vice-Chair (as hereinafter identified) or a majority of the Agencies' Fire Chief's determine additional meetings should be held regarding implementation of this Agreement, or changes hereto, they shall have the ability to schedule and hold such meetings so long as advance notice of at least five days of the date, time, place and purpose of the meeting is supplied to all Agency representatives. Each time a meeting is held, minutes thereof shall be taken and retained.

D. Meeting Quorum. In order to have a quorum at such meetings for a "legal" meeting to occur, representatives from at least a majority of the Fire Agencies shall be present.

E. Implementation Decisions / Changes to Agreement. A majority vote of duly authorized representatives at any meeting where a quorum is present may enter into any agreements regarding the implementation and/or administration of this Agreement from time to time; actual changes to the terms of this Agreement, however, must be agreed to by all Fire Agencies in writing.

F. Yearly Selection of Board Chair and Vice Chair. At the first meeting of Agency Representatives each year, by majority vote, they shall elect from their ranks a chairperson, and a vice-chair to act as chairperson in the event of the chairperson's absence, to conduct the meetings for that year. The chairperson shall also be responsible: for insuring appropriate minutes of each meeting are taken; for establishing each meeting's agenda; for insuring all records generated as a result of this association are retained in an organized and safe manner; and for insuring proper notice of meetings as set forth herein, or other pertinent information he/she receives relative to this Agreement, are sent to all Agencies. Such notices may be remitted by means of first class mail, fax, or e-mail. Each Agency shall insure it has on file with the Board chair and vice chair, its current address, fax number, and e-mail address for the receipt of notices.

6. Termination of Prior Agreements. This Agreement supersedes and replaces all prior agreements between the Agencies relating to or touching upon the matters contained herein.

7. Effectiveness / Termination. This Agreement shall be effective when fully executed by all Agencies who are signatory to this Agreement, and upon its filing with the Kitsap County Auditor as provided in RCW 39.34.040, and shall remain in effect until terminated by mutual consent of all Agencies. If an Agency or Agencies shall terminate its/their participation hereunder, nevertheless, this Agreement shall remain in effect as to those remaining Agencies.

8. Termination of An Agency's Participation. An Agency may terminate its participation under this Agreement by first providing written notice to all other Agencies of its intent to terminate its participation at least 120 days prior to the termination date set forth in its notice which termination date shall be the last day of a calendar month.

9. Financing. RCW 39.34.030(d) requires that the manner of financing joint undertakings relative to Interlocal Agreements be set forth. It is not anticipated, however, that joint financing of any undertakings will result in the implementation of this Agreement. Each Agency shall contribute its own personnel and equipment at its sole cost to all undertakings contemplated hereby. Nothing in this Agreement shall be construed as obligating any party to violate existing laws or regulations. All services provided by any Agency is subject to the constraints of available resources.

10. Complete Agreement. This Agreement constitutes the full and complete agreement of the Agencies 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 all Agencies.

11. Compensation. No responding Agency shall seek or be entitled to compensation for services rendered under this Agreement from any requesting Agency, except as provided in 44 CFR, Part 151, "REIMBURSEMENT FOR COST OF FIREFIGHTING ON FEDERAL PROPERTY".

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. Agreement to be filed with County Auditor: Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed with the Kitsap County Auditor as soon as reasonably practical after its execution.

IN WITNESS WHEREOF, the duly authorized representatives for each Agency have signed this Agreement to evidence their respective Agency's consent to all terms hereof:

APPENDIX A

BREMETON FIRE DEPARTMENT

Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), ladder truck, and personnel trained to IFSAC Firefighter I & II. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also included standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include extrication, medical aid, and/or potential fires.
Fire & Arson Investigation	Provide trained personnel in both fire and arson investigation.
Plan Review and Inspection	Provide trained personnel capable of reviewing plans submitted for new construction or permit applications, performing new construction, permit, existing occupancy or special process or use inspections.
Hazard Material Response	Provide trained personnel for decontamination. Provide adequate non-technical decontamination tools and equipment. Provide adequate spill absorbents from minor spills.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) transport.
Technical Rescue Services	Provide a limited number of personnel to participate in cooperative special rescue training in a cooperative technical rescue team operation.
Water Rescue	Respond to water rescue from land only; provide medical support as identified under Emergency Medical Services.
Chaplain and Critical Incident Stress Debriefing Services	Provide a Chaplain to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training shall be used to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.

Automatic and Mutual Aid Agreement
 To Provide Fire Protection, Emergency Medical,
 Prevention, and Other Service
 May 4, 2010

APPENDIX A

BAINBRIDGE ISLAND FIRE DEPARTMENT

Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), ladder truck, and personnel trained to NFPA 1001. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also include standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include extrication, medical aid, and/or potential fires.
Fire & Arson Investigation	Provide trained personnel in both fire and arson investigation.
Plan Review and Inspection	Provide trained personnel capable of reviewing plans submitted for new construction or permit applications, performing new construction, permit, existing occupancy or special process or use inspections.
Hazard Material Response	Provide trained personnel for decontamination. Provide adequate non-technical decontamination tools and equipment. Provide adequate spill absorbents for minor spills.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) transport.
Technical Rescue Services	Provide a limited number of personnel to participate in cooperative special rescue training in a cooperative technical rescue team operation.
Water Rescue	Respond to water rescue incidents from land and or water; provide surface water rescue, fire suppression, and medical support as identified under Emergency Medical Services.
Chaplain and Critical Incident Stress Debriefing Services	Provide a professional Counselor to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training shall be used to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.

Automatic and Mutual Aid Agreement
 To Provide Fire Protection, Emergency Medical,
 Prevention, and Other Service
 May 4, 2010

APPENDIX A

CENTRAL KITSAP FIRE & RESCUE

Fire Suppression	Provide fire suppression services that include multiple engine(s) and brush engines, a 50' Tele-Squirt and multiple water tender(s). Staffing may consist of Career and/or Volunteer personnel who are trained to NFPA 1001 and/or IFSAC Firefighter I or higher. Such responses shall be for all types of fire situations as personnel are available.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include extrication, medical aid, fuel/product spillage and/or potential fires.
Fire / Arson Investigation	Provide a limited number of trained personnel and basic equipment for both fire and arson investigation.
Plan Review and Inspection	Provide a limited number of trained personnel and equipment to perform inspections of buildings and structures to insure post incident structural integrity.
Hazard Material Response	Provide adequate personnel, tools and equipment to assist in decontamination issues. Provide adequate spill absorbent materials for minor spills occurring on land and/or water.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care and transport.
Technical Rescue Services	Provide a limited number of personnel and materials to participate in cooperative specialized rescue training and response to specialized rescue team operations.
Water Rescue	Respond to water related rescues in inland waters as well as lakes, ponds, rivers and streams. Provide medical support as identified under Emergency Medical Services heading of this document.
Rehabilitation Services	Provide rehabilitation services through the utilization of volunteer staffed rehab units as personnel are available, supplies and equipment.
Chaplain and Critical Incident Stress Debriefing Services	Provide Chaplain services to assist fire department personnel, patients or family members with critical incident stress debriefings, spiritual support, and assistance.

APPENDIX A

Automatic and Mutual Aid Agreement
 To Provide Fire Protection, Emergency Medical,
 Prevention, and Other Service
 May 4, 2010

CENTRAL KITSAP FIRE & RESCUE

PIO & Education	Provide personnel as available to support with PIO responsibilities at larger emergency scenes.
Training	Provide personnel, apparatus, supplies and technical support for joint training exercises. Develop and exercise skills, plans, procedures developed and sponsored by the Kitsap County TO.

APPENDIX A

KITSAP COUNTY FIRE DISTRICT #18 – POULSBO FIRE

<p>Fire Suppression</p>	<p>Provide fire suppression services that include the following equipment and personnel: fire engine(s), water tenders, and personnel trained to NFPA 1001 Firefighter I & II. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also included standby while other units are engaged in suppression activities.</p>
<p>Motor Vehicle Accidents</p>	<p>Respond to motor vehicle accidents to render assistance to include technician level rescue, medical aid, and/or potential fires.</p>
<p>Fire and Arson Investigation</p>	<p>Inter-local agreement with the Kitsap County Fire Marshalls Office for the provision of services.</p>
<p>Pans Review and Inspection</p>	<p>Provide trained personnel capable of reviewing plans submitted for new construction or permit applications, performing new construction, permit, existing occupancy or special process or use inspections.</p>
<p>Hazard Material Response</p>	<p>Provide operations level emergency response to include trained personnel for same. Includes basic decontamination and provide adequate non-technical decontamination of tools and equipment. Provide adequate spill absorbents for minor spills.</p>
<p>Emergency Medical Services</p>	<p>Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) transport.</p>
<p>Technical Rescue Services</p>	<p>Provide operations level of response for high and low angle rescue, confined space rescue, and structural collapse. Provide awareness level response to trench rescue incidents. Provide and participate with a limited number of personnel in cooperative technical rescue training with a cooperative technical rescue team operation. This team provides technician level of response and service.</p>
<p>Water Rescue</p>	<p>Respond to water rescue from a small boat. Provide operations level recreational boat fire suppression- personnel do not leave boat. Do not provide shipboard firefighting but will provide supportive functions from a shore based location. Provide medical support as identified under Emergency Medical Services.</p>

APPENDIX A

KITSAP COUNTY FIRE DISTRICT #18 – POULSBO FIRE

Chaplain and Critical Incident Stress Debriefing Services	Provide a Chaplain to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.
PIO & Education	Provide a trained PIO at major incident as personnel are available with corresponding press release(s).

APPENDIX A

NORTH KITSAP FIRE & RESCUE

Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), water tenders, and personnel trained to NFPA 1001 Firefighter I & II and NWCG Firefighter II (Wildland). Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also included standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include technician level rescue, medical aid, and/or potential fires.
Inspection	Provide trained personnel capable performing existing occupancy or special process or use inspections.
Hazard Material Response	Provide operations level emergency response to include trained personnel for same. Includes basic decontamination and provide adequate non-technical decontamination of tools and equipment. Provide adequate spill absorbents for minor spills.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) transport.
Technical Rescue Services	Provide operations level of response for high and low angle rescue, confined space rescue, and structural collapse. Provide awareness level response to trench rescue incidents. Provide and participate with a limited number of personnel in cooperative technical rescue training with a cooperative technical rescue team operation. This team provides technician level of response and service.
Water Rescue	Respond to water rescue incidents from land and or water; provide surface water rescue, fire suppression, and medical support as identified under Emergency Medical Services.
Chaplain and Critical Incident Stress Debriefing Services	Provide a Chaplain to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.
PIO & Education	Provide a trained PIO at major incident as personnel are available with corresponding press release(s).

APPENDIX A

SOUTH KITSAP FIRE & RESCUE

Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), water tenders, and personnel trained to NFPA 1001 or IFSAC Firefighter I & II. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also included standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include operations level rescue, medical aid, and/or potential fires.
Fire / Arson Investigation	Provide trained personnel in both fire and arson investigation.
Plan Review and Inspection	Provide trained personnel capable of reviewing plans submitted for new construction or permit applications, performing new construction, permit, existing occupancy or special process or use inspections.
Hazard Material Response	Provide operations level emergency response to include trained personnel for same. Includes basic decontamination and provide adequate non-technical decontamination of tools and equipment. Provide adequate spill absorbents for minor spills.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) and Basic Life Support (BLS) transports.
Technical Rescue Services	Provide operations level of response for high and low angle rescue, confined space rescue, and structural collapse. Provide awareness level response to trench rescue incidents. Provide and participate with a limited number of personnel in cooperative technical rescue training with a cooperative technical rescue team operation. This team provides technician level of response and service.
Water Rescue	Respond to water rescue incidents from land and or water; provide surface water rescue, fire suppression, and medical support as identified under Emergency Medical Services.
Chaplain and Critical Incident Stress Debriefing Services	Provide a Chaplain to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.

Automatic and Mutual Aid Agreement
 To Provide Fire Protection, Emergency Medical,
 Prevention, and Other Service
 May 4, 2010

APPENDIX A

KITSAP COUNTY FIRE MARSHAL

Fire Suppression	No Service delivery.
Motor Vehicle Accidents	No Service delivery.
Fire / Arson Investigation	Provide trained personnel in both fire and arson investigation.
Plan Review and Inspection	Provide trained personnel capable of reviewing plans submitted for new construction or permit applications; performing new construction, permit, existing occupancy or special process or use inspections.
Hazard Material Response	No Service delivery.
Emergency Medical Services	No Service delivery.
Technical Rescue Services	No Service delivery.
Water Rescue	No Service delivery.
Rehabilitation Services	No Service delivery.
Chaplain and Critical Incident Stress Debriefing Services	No Service delivery.
PIO & Education	Provide personnel as available to support county-wide prevention and education programs.
Training	Provide and support training in fire and building codes and fire investigation.

Automatic and Mutual Aid Agreement
 To Provide Fire Protection, Emergency Medical,
 Prevention, and Other Service
 May 4, 2010

APPENDIX A

NAVY REGION NORTHWEST

Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), ladder truck(s), and personnel trained to IFSAC HazMat Incident Command and Fire Officer III. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also include standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include extrication, medical aid, and/or potential fires.
Fire / Arson Investigation	Provide trained personnel in fire investigation upon request.
Plan Review and Inspection	No Service
Hazard Material Response	Provide trained personnel that are IFSAC certified to HazMat Technician for HazMat incidents. Provide personnel and resources that are capable of mitigating HazMat releases and technical decontamination tools and equipment.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide initial emergency Basic Life Support (BLS) care.
Technical Rescue Services	Provide a limited number of personnel to participate in cooperative special rescue training in a cooperative special rescue team operation.
Water Rescue	Respond to water rescue from land only; provide medical support as identified under NRNW EMS protocols.
Rehabilitation Services	No Service
Chaplain and Critical Incident Stress Debriefing Services	No Service

APPENDIX A

NAVY REGION NORTHWEST

PIO & Education	No Service
Training	Joint training shall be used to exercise skills, plans, and procedures as requested by the Kitsap County Fire Chief's Training Officers through NRNW Training Division.

CITY OF BREMERTON

by: 
PATTY LENT, Mayor

Date of Signing: 8-19-10

ATTESTED TO:

by: 
CAROL ETGEN, City Clerk

APPROVED AS TO FORM:

By: 
ROGER LOBOVICH, City Attorney

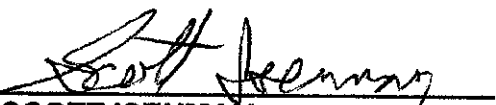
BAINBRIDGE ISLAND FIRE DEPARTMENT

by: 
DAVID COATSWORTH
Board Chair

Date of Signing: 7-7-10

by: _____
MAUREEN HALLIGAN
Commissioner


Date of Signing: _____

by: 
SCOTT ISENMAN
Commissioner

Date of Signing: 7-7-10

by: 
PAUL BANG-KNUDSEN
Commissioner

Date of Signing: 7-7-10

by: 
GLEN TYRRELL
Commissioner

Date of Signing: 07/07/10


Attest:

by: 
Hank Teran
District Secretary

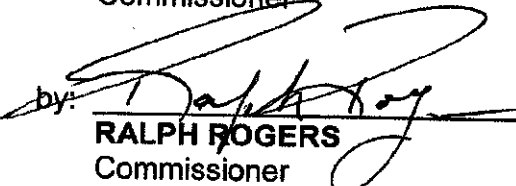
CENTRAL KITSAP FIRE & RESCUE

by: 
BOB MUHLEMAN
Board Chair

Date of Signing: 7/12/10

by: 
KEN ERICKSON
Commissioner


Date of Signing: 7/12/10

by: 
RALPH ROGERS
Commissioner

Date of Signing: 7/12/10

by: 
MICK MCKINLEY
Commissioner

Date of Signing: 7/12/10

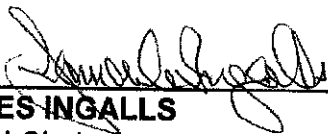
by: 
DAVE FERGUS
Commissioner

Date of Signing: 7-12-10

Attest:

by: 
RICHARD GROSS
District Secretary

POULSBO FIRE DEPARTMENT

by: 
JAMES INGALLS
Board Chair

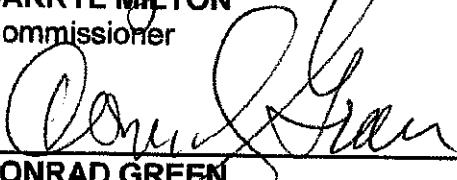
Date of Signing: 7-28-2010

by: 
DAVID ELLINGSON
Commissioner

Date of Signing: 7/28/10

by: 
DARRYL MILTON
Commissioner

Date of Signing: 7/28/2010

by: 
CONRAD GREEN
Commissioner

Date of Signing: 7/28/2010

by: 
MARTIN SULLIVAN
Commissioner

Date of Signing: 7/28/2010

Attest:

by: 
LISE ALKIRE
District Secretary

Automatic and Mutual Aid Agreement
To Provide Fire Protection, Emergency Medical,
Prevention, and Other Service
May 4, 2010

NORTH KITSAP FIRE & RESCUE

by: 
STEPHEN NEUPERT
Board Chair

Date of Signing: 6/14/2010

by: 
FERNANDO ESPINOSA
Commissioner


Date of Signing: 6/14/2010

by: 
WILSON STEWART
Commissioner

Date of Signing: 6/14/2010


by: 
GILLIAN GREGORY
Commissioner

Date of Signing: 6-14-2010

by: 
PATRICK PEARSON
Commissioner

Date of Signing: 6-14-2010

Attest:

by: 
CINDY MORAN
District Secretary

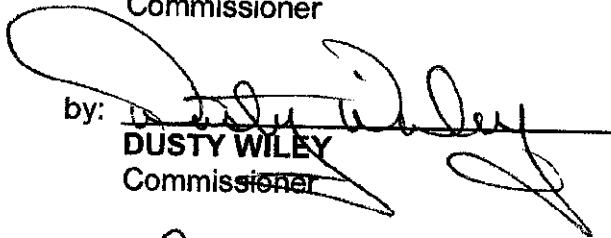
SOUTH KITSAP FIRE & RESCUE

by: 
GERALD PREUSS
Board Chair

Date of Signing: 7-8-10

by: 
DARLA HARTLEY
Commissioner

Date of Signing: 7/8/10

by: 
DUSTY WILEY
Commissioner

Date of Signing: 7-8-10

by: 
PAUL GOLNIK
Commissioner

Date of Signing: 7-8-10

by: 
DAVE GELSLEICHTER
Commissioner


Date of Signing: 07-08-10

Attest:


by: 
RICHARD GROSS
District Secretary

7/8/10

**NAVY REGION NORTHWEST, a Division of the United States
Government**

by: 
A. P. VERHOFSTADT, P. E.
Executive Director
Commander, Navy Region Northwest

Date of Signing: 6/21/2010

by: 
M. J. OLSON, CAPTAIN
Commanding Officer Naval Base Kitsap

Date of Signing: 6/16/10

Address: 1100 Hunley RD
Silverdale, WA 98315

Contact Telephone Number(s): Support Agreement Management Office (360) 396-1935

Automatic and Mutual Aid Agreement
To Provide Fire Protection, Emergency Medical,
Prevention, and Other Service
May 4, 2010

KITSAP COUNTY

by: *J. W. Brown*
JOSH BROWN, Chair

Date of Signing: 9/27/10

by: *Charlotte Garrido*
CHARLOTTE GARRIDO, Commissioner

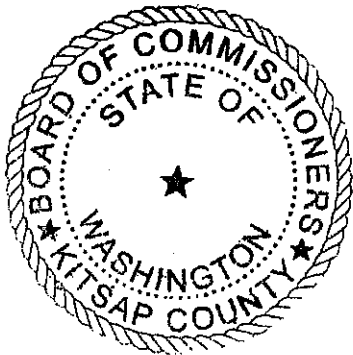
Date of Signing: 9/27/10

by: *Steve Bauer*
STEVE BAUER, Commissioner

Date of Signing: 9/27/10

ATTESTED TO:

by: *Opal Robertson for*
OPAL ROBERTSON, Clerk to the Board



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 SBCA 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

Kitsap County Fire Training Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as "Agency" or "Agencies."

RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Agencies currently each maintain and operate their own fire departments to provide emergency responder services, including fire protection, fire suppression, and emergency medical services and non-emergent medical care in their respective areas.
3. It is recognized that the Agencies have staff that are performing similar tasks, on a daily basis, and that have varied talents, skills, and expertise; and by allowing the staff to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level and efficiency of training.
4. The Agencies desire to provide training at the highest possible level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources.
5. The Agencies have concluded that collaboration based on equal participation would provide the highest level of training with the least duplication and cost and allow for the completion of functions not possible within current funding.
6. The Kitsap County Fire Training Consortium has adopted the following Mission and Vision Statements:
 - a. **Mission:** Develop and deliver superior training to improve performance and safety.
 - b. **Vision:** Unify and enhance regional training that improves operational consistency, implements industry best practices and promotes a shared culture of excellence.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to maintain a Training Consortium to enable joint training activities and operations. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.

2. Governing Structure of Training Consortium

2.1. Administrative Board.

- (a) The Administrative Board shall be composed of the Fire Chief or Administrator of each Agency to this Agreement. The Administrative Board shall be responsible for:

 - (i) Overseeing administration of the fiscal arrangements as set forth in this Agreement (“Fiscal Agent”);
 - (ii) Directing, guiding and overseeing the actions of the Operations Board;
 - (iii) Implementing the recommendations of the Training Chief;
 - (iv) Communicating with the governing bodies of the Agencies to this Agreement; and
 - (v) Reviewing and approving all expense vouchers.

- (b) The Administrative Board shall meet every other month. Members of the Administrative Board shall elect by majority vote a Chief to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term, which may be renewed by a majority vote. The Chair shall have responsibility to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Chief shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency’s funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

2.2. Operations Advisory Team “OAT”

- (a) The OAT shall be composed of the Training Consortium’s Training Chief and the operations chiefs from each Agency to this Agreement. The OAT shall be responsible for:
 - (i) Consulting and communicating with the Training Chief on matters involving Agency operations.
 - (ii) Work with the Training Chief to establish consistency in Agency operations.
 - (iii) Work with the Training Chief to ensure the training curriculum is consistent with Agency operations.
 - (iv) A designee from the Operations Chiefs in each of north zone (BIFD, NKFR, PFD) and south zone (BFD, CKFR, SKFR), as selected by the Administrative Board, shall report directly to the Board.

2.3. Training Consortium Chief.

- (a)** The Training Consortium Chief “Training Chief” shall be appointed by the Administrative Board, selected from one of the agencies of the Training Consortium. The appointment will be for a period of three years. This term may be amended by a majority vote of the administrative board. The Training Chief shall be responsible for:
 - (i)** Recommending annual goals and objectives to the Administrative Board;
 - (ii)** Developing common operating guidelines for all Agencies;
 - (iii)** Developing common training programs, processes, and instructional materials for all Agencies
 - (iv)** Developing common training calendars for all Agencies;
 - (v)** Performing such other tasks as directed by the Administrative Board.
 - (vi)** Developing an annual Budget for the Training Consortium.
 - (vii)** Managing the Training Consortium on a day-to-day basis.

2.4. Firefighter Training Advisory Team “FTAT”

- (a)** The FTAT shall be composed of uniformed staff participating in the Training Consortium as appointed by the Training Chief and each agency in a manner that insures each Agency is adequately represented. The FTAT shall be responsible for:
 - (i)** Providing feedback and input to the Training Chief regarding the content of the training provided.
 - (ii)** Coordinating communications between the Training Chief and the employees receiving training from the Training Consortium

3. Joint Decision Making

- 3.1.** This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this Agreement will allow for joint decision-making by the Administrative Board to modify command structures or organizational responsibilities relating to training within the Training Consortium.
- 3.2.** Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Joint decisions shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chief’s vote via email prior to the meeting or by providing a written proxy to another Chief attending the meeting.

4. Fiscal Arrangements

- 4.1. The Administrative Board shall determine which participating Agency shall be the entity that manages the finances of the Training Consortium. The appointed Agency "Fiscal Agent" shall be responsible for managing the finances of the Training Consortium as part of that Agency's annual budget. The Agency appointed as Fiscal Agent agrees to manage the Consortium's budget in compliance with the Washington State Budget, Accounting and Reporting Schedule (BARS). All fiscal documents shall be maintained in accordance with the Washington State Local Government Common Records Retention Schedule (CORE) and made available to any participating agency upon request.
- 4.2. On or about August 1st of each year, the Administrative Board shall approve an annual budget for the Training Consortium's operations that identifies each Agency's personnel and financial responsibilities for the following year. The financial responsibilities will be based on a cost per member as identified by the following components:
- (a) **Training Officer Cost.** The cost of a Training Officer shall be based on the actual salary of each Agency's contributed positions.
 - (b) **Administrative Costs.** The amount shall cover the Fiscal Agent's administrative costs in managing the Training Consortium, including funds to reimburse the agency providing the Training Chief, necessary administrative support staff and other civilian positions as approved by the board.
 - (c) **Supplies and Maintenance Costs.** The amount shall cover the Fiscal Agent's costs in purchasing consumable supplies, professional services and other expenses associated with the delivery of Training.
 - (d) **Facilities Costs.** The amount shall cover the Kitsap County Fire Training Consortium facility lease and related expenses, as well as costs associated with the use of Training facilities.
 - (e) **Cost Per Uniformed Member.**
$$\text{FTE Cost} + \text{Administrative Costs} + \text{Supplies and Maintenance Costs} + \text{Facility Costs} / \text{Total number of uniformed members having the rank of Battalion Chief or below} = \text{Cost per Uniformed Member}.$$
 However, this cost may be adjusted as needed by the Administrative Board.
 - (f) **Annual Agency Cost.** The Annual Agency Cost shall be based upon the agency's number of uniformed members having the rank of Battalion Chief or below for the budget cycle.
 - (g) The Annual Agency Cost may be satisfied by contributions of personnel (at the FTE value established above), cash, use of training facilities or other services as approved by the Administrative Board.
 - (h) Member agencies may choose to request additional services from the training consortium other than those provided for their uniformed staff. These services may include training events for volunteers or use of the Learning Management System (LMS) for civilians. These additional services shall be provided at the discretion of the Training Chief and with the approval of the Administrative Board. The Training Chief will establish a fee for service that ensures the training is cost neutral for the consortium.

- 4.3. In the event the Administrative Board determines, during the course of the year, that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency.
- 4.4. In the event an Agency satisfies its Annual Agency Cost with a cash payment, the full value of such cash payment shall be made to the Fiscal Agent on or before February 1st of each year. In the event an Agency that provides personnel or equipment is entitled to receive a cash payment in return, the Training Consortium shall make such cash payment to the Agency on or before February 1st of each year.
5. **Resources:** This Agreement allows for the collaborative acquisition, use, and management of property and equipment, (“Resources”). Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$1,000.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency. Ownership of Resources shall remain with the Agency that purchases or provides the Resource. Jointly owned resources, if any, may be purchased pursuant to a separate agreement by the Agencies, and shall be listed in a schedule of joint resources “Joint Resources” that shall be maintained by the Fiscal Agent. The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:
 - 5.1. The ownership of Joint Resources acquired after the execution of this agreement shall be documented on the schedule of Joint Resources maintained by the Fiscal Agent. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources “Ownership Share.”
 - 5.2. If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.
 - 5.3. In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources as determined in the sole reasonable discretion of the Administrative Board.
6. **Personnel.** Each Agency shall cooperate with the Administrative Board and shall allow its employees and volunteers (“Training Personnel”) to perform the functions as assigned by the Training Chief exercising authority under this Agreement.
 - 6.1. The Training Chief shall have the authority to determine the working location and conditions for Training Personnel when assigned to the Training Division. Through the joint decision-making process as defined herein, the Agencies may be asked to fill positions or roles not currently staffed within any of the Agencies. Such assignments, if they do not create additional financial responsibilities or litigation impacts for an Agency, shall be controlled by the Administrative Board and shall not require further approval by any Agency.
 - 6.2. Each Agency shall remain as the employer of its own Training Personnel and shall be responsible for establishing and paying Training Personnel compensation and benefits.
 - 6.3. It is understood by the Agencies that the services provided by Training Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by

that Agency.

- 6.4. The Administrative Board shall establish the chain of command for Training Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Training Personnel shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Training Personnel, but such guidance shall be optional and nonbinding on the Agency seeking guidance.
- 6.5. Training Personnel filling a shared functional position will be provided an explanation of roles, responsibilities, duties and expectations of the shared position prepared by the Training Chief.
- 6.6. To the extent this Agreement would result in any personnel changes that affect the wages, benefits or working conditions of any represented employees, the Training Chief shall assist the governing body of the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.

7. Training Consortium Chief

- 7.1. The agency that employs the Training Chief that is appointed by the Administrative Board agrees to staff the Training Consortium Chief position. The agencies intend that the best candidate will be selected by the Administrative Board to serve as the Training Consortium Chief as contemplated by this Agreement. In recognition of this understanding the parties agree to work cooperatively in accordance with the following provisions to assist the Agency that employs the Training Chief in maintaining and rotating this position within the Training Consortium Agencies.
 - (a) The agency that employs the Training Chief will remain the employer of the Training Chief. Accordingly, that Agency shall be solely responsible for all matters related to the Training Chief's human resource management, performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline. The Administrative Board will also provide feedback concerning the performance of the said Training Chief to the Agency that is the employer of the Training Chief.

8. Insurance

- 8.1. The Agencies shall each provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 for each occurrence. Each Agency shall provide the Consortium with a Certificate of Liability Insurance or Evidence of Coverage, which the Fiscal Agent shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

9. Indemnification

- 9.1. Each Agency shall 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. Provided, however, each Agency, by executing this Agreement hereby expressly appoints the Consortium Training Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification or hold harmless agreements or releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations.

- 9.2.** To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions 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.
- 9.3.** Nothing herein shall be interpreted to:
- (a)** 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, with respect 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.
 - (b)** 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 omission 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.
 - (c)** 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, fine or sanction 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.

10. Dispute Resolution.

- 10.1.** Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.
- 10.2.** If the parties are unable to resolve the dispute through negotiation, any 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 shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

- 10.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Kitsap County Superior Court, Kitsap County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator 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.
- 10.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any 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.

11. Term of Agreement

- 11.1.** In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give one-year advance written notice to the other Agencies. The written notice shall specify the provision to be negotiated, the requested change and the reasons therefore. Such requests to renegotiate shall not be considered a notice of termination.
- 11.2.** This agreement shall be effective on January 1, 2021 and shall continue for a term of three (3) years.

12. Termination/Withdrawal

- 12.1.** Any Agency may withdraw from this Agreement and end its participation in the Consortium at the end of any calendar year by filing a notice of termination with the Administrative Board. However, any Agency withdrawing from this Agreement shall provide its notice of termination no later than August 31st of the year prior to the Agency's withdrawal. Any Agency that provides notice of termination after August 31st shall be required to fully contribute its portion of the Consortium funding for the following calendar year, regardless if the Agency participates in Consortium activities. In the event an Agency terminates its participation under this paragraph but the remaining Agencies continue the Agreement, the Agency that terminated its participation shall be considered a withdrawing Agency that is not entitled to any refund of its prior contributions, but it shall be entitled to reimbursement of its depreciated share of any Jointly Owned Resource and return of any equipment or property owned by the Agency and used by the Consortium under this agreement.
- 12.2.** This agreement may be terminated by consensus of a majority of the Agencies, effective the end of any calendar year, upon giving written notice thereof to the other Agencies by August 31st of the preceding year. In the event of a termination under this paragraph any Joint Resources shall be allocated among the parties in the manner specified in Section 5.

12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

13. Additional Agencies.

13.1. Additional Agencies may join the Kitsap County Fire Training Consortium when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

13.2. The Administrative Board may authorize one year "Associate Agency" Interlocal Agreements with municipal corporations for one-year trial participation in the Kitsap County Fire Training Consortium. Such Associate Agencies shall be required to agree to the indemnification, insurance and personnel provisions of this Agreement and to contribute financially in accordance with the financial terms in Paragraph 4 but shall have no interest in joint resources and no administrative or decision-making authority.

14. Miscellaneous

14.1. Notices. 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 via the United States Postal Service 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.

14.2. Benefits. This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14.3. Severability. If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

14.4. Amendments. This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Training Consortium are not impaired.

14.5. Agreement To Be Filed With County Auditor or Published On Web Site. Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed by the Parties with the Kitsap County Auditor as soon as reasonably practical after its execution, or in the alternative, listed according to subject by each Party on its web site or other

electronically retrievable public source. Thereafter, each Party shall notify the other of the method by which it published this Agreement (by either recording it or listing it on its web site) and provide to the other all pertinent information relating thereto.

14. Execution.

14.6. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

[The remainder of this page is left blank intentionally]

[The following pages are the signature pages]



BY: _____
HANK TERAN
Fire Chief

[signatures continued on following pages]

BREMERTON FIRE DEPARTMENT, KITSAP COUNTY, WASHINGTON

Greg Wheeler Digitally signed by Greg Wheeler
Date: 2021.04.23 15:30:28 -07'00'

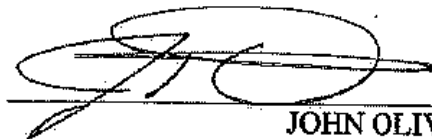
BY: _____
Greg Wheeler
Mayor

BY:  _____
PATRICK McGANNEY
Fire Chief

[signatures continued on following pages]

CENTRAL KITSAP FIRE AND RESCUE, KITSAP COUNTY, WASHINGTON

BY:

A handwritten signature in black ink, appearing to be 'JO', is written over a horizontal line. The signature is stylized and somewhat cursive.

JOHN OLIVER
Fire Chief

[signatures continued on following pages]

NORTH KITSAP FIRE AND RESCUE, KITSAP COUNTY, WASHINGTON

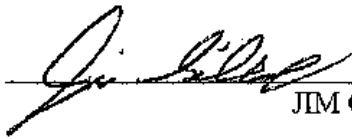
BY: _____



W. DAN SMITH
Fire Chief

[signatures continued on following pages]

POULSBO FIRE DEPARTMENT, KITSAP COUNTY, WASHINGTON

BY:  _____
JIM GILLARD
Fire Chief

[signatures continued on following pages]

SOUTH KITSAP FIRE AND RESCUE, KITSAP COUNTY, WASHINGTON

BY:  _____
Jeff Faucett
Fire Chief

Name and Mailing Address

Central Kitsap Fire & Rescue

5300 NW Newberry Hill Rd

Silverdale, WA 98383

CENTRAL KITSAP FIRE & RESCUE

201711270055

Agreement Rec Fee: \$ 88.00

11/27/2017 08:08 AM

Dolores Gilmore, Kitsap Co Auditor

Page: 1 of 15



The Recorder is required to use only the information you provide on this cover sheet to index the document.

Type or print legibly.

Document Title(s): Technical Rescue Mutual Aid Interlocal Agreement

Auditor's File Number of Document (s) Referenced: N/A

Grantor(s) person(s) that conveys, sells or grants interest in property: Bremerton Fire Department; North Kitsap Fire & Rescue; Central Kitsap Fire & Rescue; South Kitsap Fire & Rescue; Bainbridge Island Fire Department; Poulsbo Fire Department.

Grantee(s) person that buys, receives or to whom conveyance of property is made: Bremerton Fire Department; North Kitsap Fire & Rescue; Central Kitsap Fire & Rescue; South Kitsap Fire & Rescue; Bainbridge Island Fire & Rescue; Poulsbo Fire Department; Navy Region Northwest; The Public.

Abbreviated Legal Description:

- Quarter, Quarter, Section, Township, Range (and Government lot # if applicable); **OR**
- Plat/Condo Name, lot or unit number, building or block number; **OR**
- Short Plat, Large Lot number, lot number **and** auditor file number

N/A

Assessor's 14 digit Tax Parcel Number: N/A

State of Washington }
County of Kitsap } SS

I certify this is a true and correct copy of a document in possession of the Kitsap County Auditor as of this 27th day of November, 2017. Witness my hand and official seal.
Dolores Gilmore, Kitsap County Auditor



By Deputy: _____

04/25/14

**TECHNICAL RESCUE MUTUAL AID
INTERLOCAL AGREEMENT**

Summary for Recorder's Use (RCW 65.04.045):

1. **Reference Number** of documents being assigned or released: Not Applicable.
2. **Grantors:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire Department;
3. **Grantees:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire Department;
 7. Navy Region Northwest;
 8. The Public.
4. **Summary Legal Description:** Not Applicable.
5. **Assessor's Property Tax Parcel Account Number(s):** Not Applicable.

14 THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the day of November, 2017, among the following governmental entities, acting pursuant to the authority provided by Washington State's Interlocal Cooperative Act, Chapter 39.34 RCW: the City of Bremerton Fire Department; North Kitsap Fire and Rescue; Central Kitsap Fire and Rescue; South Kitsap Fire and Rescue; Bainbridge Island Fire Department; Poulsbo Fire District 18; (hereinafter also generically referred to collectively as "Fire Departments" or "Member Agencies", and singularly as "Fire Department" or "Member Agency"). Each Member Agency named herein constitutes a Washington State municipal corporation. All Member Agencies are "Public Agencies" as defined in RCW 39.34.020(1).

Washington State's Interlocal Cooperative Act 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.

This Agreement seeks to provide each Member Agency the benefits of mutual and automatic aid from the other Member Agencies in responding to incidents that require technical rescue skills to the end that each Member Agency's citizens may be provided with combined Member Agency expertise in such matters.

NOW, THEREFORE, in consideration of the foregoing recitals, and the promises and covenants of the Member Agencies, they agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide a means for the Member Agencies, under certain circumstances, to collaborate and combine their technical rescue resources mutually and reciprocally in the form of personnel and equipment to respond to incidents within a Member Agency's service area that involve rescues requiring technical skills, such as: trench rescue; confined space rescue; rope rescue; structural collapse rescue; and other rescue situations, for which personnel have been specially trained.

Nothing in this Agreement is intended to override or replace in any fashion the power and authority of the Kitsap County Sheriff's Office with respect to search and rescue activities described in RCW 38.52.400. Similarly, the Member Agencies recognize the authority of the Kitsap County Sheriff's Office with respect to water rescue and the regulation of watercraft.

2. **Technical Rescue Personnel.** Technical rescue personnel are defined as those individuals assigned by Member Agencies to train and respond, as part of a consolidated response effort, to rescue incidents identified herein within the Member Agency service areas.
3. **Lead Agency.** Central Kitsap Fire & Rescue ("CKFR") shall serve as the Lead Agency in administering this Agreement. It shall assess an annual maintenance fee (which fee shall be determined yearly by the KCFCA Executive Board as hereinafter set forth) equally among the Member Agencies to pay for all costs incurred in implementing this Agreement, including but not limited to expenses covering joint training exercises, materials, supplies, and equipment used by the rescue team(s). It shall maintain these funds in a segregated "Technical Rescue Mutual Aid Account" and shall maintain an itemized accounting of all monies deposited into this account and all monies paid from it. The Lead Agency agrees not to charge an administrative fee and shall retain the right to bill for incurred cost for the services it provides under this Agreement. CKFR may be replaced as the Lead Agency by the KCFCA Executive Board as hereinafter set forth.
4. **Effectiveness / Termination.** This Agreement shall be effective when fully executed by all Member Agencies who are listed as signatory hereto and upon its filing with the Kitsap County Auditor as provided in RCW 39.34.040, and shall remain in effect on a year-to-year basis until terminated by the mutual written consent of all

Member Agencies. If a Member Agency or Agencies terminates its/their participation hereunder, nevertheless, this Agreement shall remain in effect as to those remaining Member Agencies.

5. **Termination of a Member Agency's Participation.** A Member Agency may terminate its participation under this Agreement by first providing 30 days advance written notice to the Lead Agency of its intent to terminate its participation hereunder as of a date certain set forth in its notice, which date certain shall be the last day of a calendar month. Provided, however, before a Member Agency may terminate its participation hereunder, it must first pay all its obligations due hereunder to the date of termination. If a Member Agency terminates its participation prior to the end of a calendar year, that portion of its maintenance fee paid for that year that has not yet been utilized to pay expenses in the implementation of this Agreement, as determined by the Lead Agency, shall be returned to it within 60 days of its termination date.

6. **Operational Guidance – Kitsap County Operations Chiefs.**
 - A. **Operations Board / Duties.** The Kitsap County Operations Chiefs, a Division of the Kitsap County Fire Chiefs Association ("KCFCA"), shall serve as an Operations Board, responsible for operational guidance and issues involved in the implementation of this Agreement.

 - B. **Meetings.** The Operations Board shall meet at those times as it shall determine so the terms of this Agreement may be effectively implemented.

 - C. **Duties / Admittance of New Member Agencies / Member Agency Support.** The Operations Board shall review, make changes to as deemed necessary, and approve, the annual budget presented to it by the Lead Agency. The Operations Board may also establish (and disband) committees, as it deems appropriate from time to time, and provide any other guidance to the Lead Agency and/or Member Agencies reasonably required to adequately administer and implement this Agreement, including the ability to allow additional governmental entities to become a Member Agency to this Agreement upon its agreeing to all terms hereof. Any governmental agency admitted as a new Member Agency hereunder shall sign an agreement under which it agrees to be bound by all terms of this Agreement. Admittance of the governmental agency as a Member Agency hereunder shall then occur when the Operations Board approves the same.

Each Member Agency shall provide ongoing support to the goals of this Agreement by providing knowledgeable representatives to attend scheduled committee meetings and perform assigned committee work in a timely fashion.

7. **Responsibility for Day-to-Day Operations / Policy Board.** This agreement does not establish a separate legal entity. The Lead Agency shall be the administrative authority charged with managing the day-to-day operations conducted pursuant to this Agreement. The KCFCA Executive Board shall serve as Policy Board under this Agreement. The Policy Board shall be responsible for formulating goals, policy, procedures, establishing annual budgets, and acquiring, holding, and disposing of any real or personal property purchased to implement this Agreement. In performing its duties hereunder, the Policy Board shall meet at least annually, and more frequently as it shall determine. The Policy Board shall determine the annual maintenance fee charged to each Member Agency.
8. **Agency Dues and Maintenance.** Each Member Agency agrees to remit its annual maintenance fee to the Lead Agency within sixty (60) days after receipt of such billing. Initially the annual maintenance fee charged to each Member Agency shall be \$2,500.00, and shall be due during the second quarter of each year. The Policy Board, with cause, shall also have the right at any time to replace CKFR as the Lead Agency with another Member Agency who shall then assume the duties placed upon the Lead Agency hereunder.
9. **Governing Authority.** The Agreement seeks to set forth the authority of the three entities in charge of providing guidance, administration, and decisions under this Agreement, to wit: the Kitsap County Fire Chief's Executive Board ("Policy Board"); the Kitsap County Operations Chiefs; and the Lead Agency. In the event a dispute shall ever arise as to which of these three entities is answerable to whom, or what authority one of them possesses, all said disputes shall be resolved by the Kitsap County Fire Chief's Executive Board ("Policy Board").
10. **Member Agency Duties.** On a continual basis, each Member Agency agrees to provide a minimum of three personnel qualified to, or who will become qualified to, the technician level in the rescue disciplines of trench rescue, rope rescue, confined space rescue, and structural collapse rescue. At a minimum, all qualifications shall be based on, and maintained, in accordance with NFPA 1006 entitled, "Rescue Technician Professional Qualifications" (most current edition). Agencies that do not maintain the minimum of three qualified and participating members will be invoiced for team responses.
11. **Standard Delivery of Services.** Upon request being made by a representative of a Member Agency ("requesting Member Agency") for any of the resources identified in section 1 hereof from another Member Agency ("responding Member Agency"), resources will be dispatched from the responding Member Agency in accordance with the request, subject however to the response limitations set forth herein, to that location within the requesting Member Agency's service area as requested.

12. **Responding Agency Dispatch Conditions.** The dispatch of equipment and personnel by a responding Member Agency shall be subject to the following conditions:

- A. **Rendering of Aid Not Mandatory.** The rendering of assistance under this Agreement shall not be mandatory, but the Member Agency receiving a request to respond shall inform the requesting Member Agency as soon as reasonably possible, if for any reason the requested assistance will not be provided. The officer in charge of a responding Member Agency shall have the right to determine the ability and priority of providing assistance under this Agreement should his/her Fire Department already be committed to an emergency within its service area requiring the said resources and/or personnel requested by the requesting Member Agency.
- B. **Information Accompanying Request / Use of ICS.** Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel sought, and shall specify the location where the equipment and personnel are to be dispatched. Provided, however, under all circumstances, the amount and type of equipment, and the number and type of personnel to be furnished, shall be determined by the responding Member Agency's representative.

Each Member Agency shall use the Incident Command System ("ICS") for all mutual and automatic responses, and shall establish and maintain dispatch run cards personal to that Member Agency at Kitsap 911 to reflect the response obligations established in this Agreement.

- C. **Reporting Requirements at Incident.** The responding Member Agency shall report to the officer in charge of the requesting Member Agency at the location where the equipment and personnel are dispatched, and shall be subject to the orders of that official. Provided, however, the officer in charge of a responding Member Agency may, in the exercise of his/her best judgment and discretion, refuse to commit personnel, equipment, or both, to a position or task that he/she determines possesses the reasonable potential to unreasonably imperil his/her Fire Department's personnel and/or equipment.
- D. **Requesting Agency Incident Release.** A responding Member Agency shall be released by the requesting Member Agency when: its services are no longer reasonably required; or when the responding Member Agency must respond into its own service area.

- E. **Patient Transport Rates.** Emergency medical patients requiring transport to a medical facility for continued medical care shall be billed for the transport services provided, by the Member Agency providing the transport, at the established rate of such transporting Member Agency.

13. **State or Federal Mobilization.** The Kitsap County Technical Rescue Team may be requested to deploy on a State or Federal incident.

- a. The Team will deploy only if each of the responding members' respective Fire Chief or designee approves the response.
- b. Member agencies may seek reimbursement for mobilization hours from the appropriate State and Federal entities for wages, backfill, and/or apparatus from their own agency.
- c. Agencies' employees will maintain and provide upon return, the official documentation required by state or federal agencies in order to apply for the reimbursement of expenditures for mobilization.
- d. Equipment reimbursements applicable to the Team will go back into the Team account for repair, replacement, or replenishment of utilized equipment and/or materials.

14. **Technical Rescue Services Provided to Non-Member Agencies.** Once this Agreement is in effect, and the Member Agencies are providing technical rescue response to one another, they may begin providing technical rescue services to non-member municipal agencies. Provided, however, such services shall only be provided, and technical rescue personnel deployed, to such municipal agencies having an agreement in effect with the Lead Agency for such services, except as hereinafter permitted. Non-member municipal agencies shall be charged reasonable fees and charges in accordance with the most current schedule of charges adopted by the Washington Fire Chiefs Association for such rescue services. All funds received for services rendered to non-member agencies shall be paid to the Member Agency(s) performing the said services. Each Member Agency shall determine its willingness and level of commitment to make its equipment and personnel available to a non-member municipal agency.

Each Member Agency also reserves the right to enter into a separate technical rescue agreement with a non-member agency so long as its services provided to such non-member agency do not take precedence over the exchange of services and equipment among Member Agencies provided herein.

15. **Indemnification, Limitation of Liability, and Insurance.** Each Member Agency shall, at all times, be solely and exclusively responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this

Agreement. Each Member Agency's personnel shall be under the employment of its Fire Department for purposes of any injury, loss, claim, damage or liability arising out of or related to this Agreement. Each Member Agency further agrees to hold harmless, defend, and indemnify, the other Member Agencies and their personnel from all costs, expenses, losses, and damages, including cost of defense incurred as a result of any acts or omissions of the pertinent acting or non-acting Member Agency or its personnel relating to its performance or wrongful non-performance under this Agreement.

Each Member Agency shall provide to all other Agencies, information regarding its personal injury, property damage, and other insurance pertinent to this Agreement, in the form of a Certificate of Coverage, that demonstrates good and adequate coverage for all its reasonably foreseeable activities hereunder.

16. **Termination of Prior Agreements.** This Agreement supersedes and replaces all prior agreements between the Member Agencies relating to or touching upon the matters contained herein.
17. **Complete Agreement.** This Agreement constitutes the full and complete agreement of the Member Agencies 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 all Member Agencies.
18. **Compensation.** No responding Agency shall seek or be entitled to compensation for services rendered under this Agreement from any requesting Member Agency, except as provided in 44 CFR, Part 151, "REIMBURSEMENT FOR COST OF FIREFIGHTING ON FEDERAL PROPERTY". As hereinbefore set forth, however, Member Agencies providing rescue services to non-member agencies shall be entitled to compensation for their services from such non-member agencies as herein set forth.
19. **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.
20. **Agreement to be Filed with County Auditor.** Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed by the Lead Agency with the Kitsap County Auditor as soon as reasonably practical after its execution. Thereafter, conformed copies, as to the date of filing and file number, shall be supplied by the Lead Agency to each Member Agency.

IN WITNESS WHEREOF, the duly authorized representatives for each Agency have signed this Agreement to evidence their respective Agency's consent to all terms hereo:

(Signing Agency signatures on subsequent pages)

CENTRAL KITSAP FIRE & RESCUE

By: _____
DICK WEST
Board Chair

Date of Signing: _____

By: Bob Muhleman
BOB MUHLEMAN
Board Vice Chair

Date of Signing: 9 OCT 17

By: Ken Erickson
KEN ERICKSON
Commissioner

Date of Signing: 9 OCT 2017

By: Nate Andrews
NATE ANDREWS
Commissioner

Date of Signing: 9 Oct 2017

By: Guy Earle
GUY EARLE
Commissioner

Date of Signing: 9 OCT 2017

ATTEST:

By: [Signature]
District Secretary

Date of Signing: 9 Oct. 2017

POULSBO FIRE DEPARTMENT

By: 
JAMES INGALLS
Board Chair

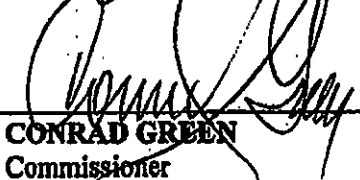
Date of Signing: 10-17-17

By: 
DAVID ELLINGSON
Commissioner

Date of Signing: 10-17-17

By: 
DARRYL MILTON
Commissioner

Date of Signing: 10/17/17

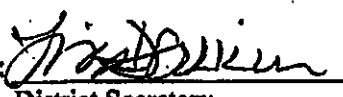
By: 
CONRAD GREEN
Commissioner

Date of Signing: 10/17/17

By: _____
MARTIN SULLIVAN
Commissioner

Date of Signing: _____

ATTEST:

By: 
District Secretary

Date of Signing: 12/17/17

NORTH KITSAP FIRE & RESCUE

By: _____
GILLIAN GREGORY
Board Chair

Date of Signing: _____

By: 
FERNANDO ESPINOSA
Commissioner

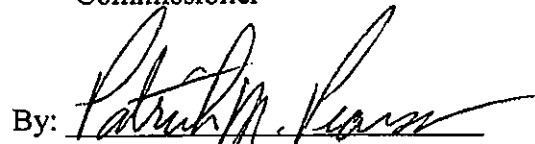
Date of Signing: 11-13-17

By: 
WILSON STEWART
Commissioner

Date of Signing: 11/13/17

By: 
STEVE NEUPERT
Commissioner

Date of Signing: 11/13/17

By: 
PATRICK PEARSON
Commissioner

Date of Signing: 11/13/17

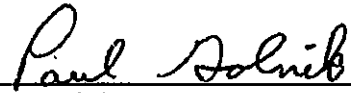
ATTEST:

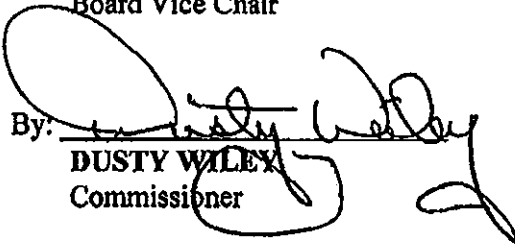
By: 
District Secretary

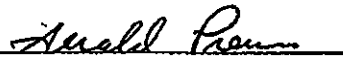
Date of Signing: 11/14/17

SOUTH KITSAP FIRE & RESCUE

By:  Date of Signing: 09/28/2017
DAVE GELSLEICHTER
Board Chair


By:  Date of Signing: 9-28-17
PAUL GOLNIK
Board Vice Chair

By:  Date of Signing: 9-28-17
DUSTY WILEY
Commissioner

By:  Date of Signing: 9-28-2017
GERALD PREUSS
Commissioner

By:  Date of Signing: 9/28/17
MIKE ESLAVA
Commissioner

ATTEST:

By:  Date of Signing: 9.28.17
District Secretary

CENTRAL KITSAP

FIRE & RESCUE



Steve Wright, Fire Chief
South Kitsap Fire & Rescue
1974 Fircrest Dr SE
Port Orchard, WA 98366

November 29, 2017

Member Agency:

Enclosed is a certified copy of the Kitsap County Technical Rescue Mutual Aid Interlocal Agreement, per Article 20 within the document. Please keep this copy for your organization's records. If you have any questions, please contact me directly at (360) 447-3569.

Sincerely,

Serena Prince
Executive Assistant

Enclosure:
Technical Rescue Mutual Aid Interlocal Agreement

After recording return to:

Joint Management Group (JMG)

1974 Fircrest Dr SE

Port Orchard, WA 98366

SO KITSAP FIRE RESCUE

201209170096

Agreement Rec Fee: \$ 44.00

09/17/2012 10:03 AM

Walter Washington, Kitsap Co Auditor

Page: 1 of 13



KITSAP READINESS CENTER JOINT MANAGEMENT GROUP INTERLOCAL COOPERATION AGREEMENT

THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) Between Bremerton Fire Department (“BFD”), Central Kitsap Fire and Rescue (“CKFR”), South Kitsap Fire and Rescue (“SKFR”), Kitsap County Sheriff’s Office (“KCSO”), CENCOM/DEM (“CENCOM”) and Kitsap County Coroners (“KCC”), (hereinafter the “parties”), by which the parties agree to establish and participate in joint management of the KITSAP READINESS CENTER (Readiness Center) and its accompanying services in cooperation with the Military and further the parties hereto hereby establish the KITSAP READINESS CENTER JOINT MANAGEMENT GROUP (KRCJMG) which shall be under the direct supervision of the KRCJMG Administrative Board herein created; and that KRCJMG shall represent and make decisions for all parties regarding budgeting, staffing, equipment procurement and utilization, operations, maintenance and planning for the use of the facilities available at the Readiness Center. This agreement supersedes and replaces any and all prior agreements relating to the Readiness Center whether written or oral.

WHEREAS, this Agreement is formed to be consistent with the provisions and terms of the “Interlocal Cooperation Act” pursuant to RCW 39.34 et seq.; and

WHEREAS, a Joint Management Group (JMG) was created in 1995 to develop and implement the Kitsap Readiness Center master plan which was intended to provide a joint fire training and emergency services facility; and

WHEREAS, it was believed that each of the parties and the public would benefit through regional coordination and management of the Kitsap Readiness Center; and

WHEREAS, the Kitsap Readiness Center has now been developed and the parties have determined that it is in the best interests of the public to continue to cooperate and utilize the

Readiness Center pursuant to a lease with the Military for cooperative training, operations, communications and EMS administrative services; and

WHEREAS, the parties now desire to establish a separate legal entity to provide oversight for the activities of the parties of the KRCJMG at the Readiness Center;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

The purposes of this Agreement are:

- a. To provide a means for the continued development of a training and emergency services center for the region's emergency service providers;
- b. To replace and supersede the original Kitsap Joint Fire Training and Emergency Service Facility Master Plan Agreement, re-establishing the working relationship between the parties and the Military who were the initial participants of that Agreement;
- c. To establish the current KRCJMG as a separate legal entity as authorized by RCW 39.34.030(3)(b);
- d. To establish a process of administrative oversight for such services provided by the new KRCJMG, including entering into a lease with the Military for the use of the Readiness Center facilities;
- e. To establish a process for other jurisdictions and public entities to become participants in this Agreement.

2. DEFINITIONS

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them pursuant to state statute or other controlling law, or as defined in this Agreement:

- a. "*Member Agency*" means a voting and fees paying municipal or other governmental entity which is a party to this agreement.
- b. "*State*" means the State of Washington.
- c. "*Region*" means Kitsap County and other adjoining counties.
- d. "*Kitsap Readiness Center Joint Management Group*" means the separate legal entity established and acknowledged by this Agreement to represent member agencies to carry

out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.

- e. “*Majority Vote*” means more than one-half of the votes cast by member agency representatives when a quorum is present.
- f. “*Administrative Board*” shall mean the representatives of member agencies of the KRCJMG identified in Section 4 of this Agreement.

3. PARTICIPATION

The Bremerton Fire Department, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, Kitsap County Sheriff’s Office, CENCOM/DEM and the Kitsap County Coroner’s Office participate in the formation and operation of the KRCJMG for the purposes established pursuant to this Agreement. Other governmental organizations may join the KRCJMG upon approval of the KRCJMG Administrative Board and by agreeing to the terms of this Agreement established below. Other organizations who are not governmental organizations may participate and take advantage of the services provided by the KRCJMG pursuant to separate service agreements.

4. MEMBERSHIP AND VOTING RIGHTS OF THE KRCJMG ADMINISTRATIVE BOARD

A. Membership in the KRCJMG is established by execution of this Agreement and payment of any required fees as established by the Administrative Board.

- 1. A municipal or government entity that desires to become a later member of the KRCJMG must obtain permission to do so by a majority vote of the Administrative Board. The required permission applies to any entity that wishes to become a member. Any entity seeking to join the KRCJMG must sign an amendment to this Agreement establishing their membership. However, such membership is subject to legislative approval of all member agencies. Further, any entity seeking to join the KRCJMG must pay all fees in accordance with this Agreement.

B. The KRCJMG Administrative Board shall consist of one (1) representative from each participating member agency, each of whom is delegated one vote.

KRCJMG Administrative Board representatives are at all times employees of their own agencies while acting pursuant to this Agreement.

The membership and structure of the KRCJMG Administrative Board may only be modified through an amendment to this agreement, recommended by a majority of the Administrative Board and approved by a majority of the member agencies.

The KRCJMG Administrative Board may, in the event of a permanent vacancy on the Board, solicit the appointment of a replacement member from member agency. In the event that the member agency fails to appoint a replacement within sixty (60) days of the Board's request, the Board may select a person to fill that vacancy.

5. AUTHORITY AND RESPONSIBILITIES OF THE KRCJMG ADMINISTRATIVE BOARD

The KRCJMG Administrative Board shall have the authority and the responsibilities to provide policy and legislative direction for the KRCJMG and its administration, and in particular shall:

- a. Establish bylaws that govern the procedures of the KRCJMG Administrative Board and daily operations of the KRCJMG;
- b. Recommend appropriate action for the KRCJMG to the legislative bodies of the participating members;
- c. If determined to be in the best interest of the KRCJMG, appoint an Executive Director;
- d. Provide supervision of an Executive Director;
- e. Establish or cause to be established a fund or funds as authorized by RCW 39.34.030 for the operation of the KRCJMG, provided that with respect to funds for Emergency Management Services those funds shall be administered pursuant to RCW 38.52;
- f. Enter into agreements with, and receive and distribute funds from any federal, state or local agencies, provided that with respect to funds for Emergency Management Services those funds shall be administered pursuant to RCW 38.52;
- g. Determine what services are to be offered by the KRCJMG and under what terms they shall be offered;
- h. Review and adopt annual budgets;
- i. Review and approve budget expenditures;
- j. Enter into agreements with third parties for services necessary to fully implement the purposes of this agreement;
- k. Apply for such federal, state, or private funding of any nature as may become available to assist the KRCJMG in carrying out its purposes and functions;
- l. Purchase, take, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property;
- m. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of property and assets;
- n. Sue and be sued, complain and defend, in all courts of competent jurisdiction;

- o. Enter into contracts;
- p. Review and adopt personnel, purchasing and financial policies;
- q. Any and all other acts necessary to further the KRCJMG's goals and purposes.

6. AUTHORITY AND RESPONSIBILITY OF THE KRMCG DIRECTOR

Should the KRCJMG Administrative Board determine that an Executive Director is necessary to effectively operate the Readiness Center, the Administrative Board shall establish, pursuant to a written job description, the duties and responsibilities of the KRCJMG Director.

7. FINANCING

A. Cost Allocation. All members shall pay the one-time cost assessment and the annual maintenance fees as described in the Bylaws. Such assessments and fees shall be maintained in a Fund identified as Operating Fund # 90921 (the Fund). Non-members shall be assessed fees in accordance with the Bylaws. Additionally, should the Fund created for the operation of the Readiness Center ever become depleted to the point that the purposes of the KRCJMG are unable to be met, the KRCJMG Administrative Board shall determine if additional assessments to the member agencies are necessary. Should the Administrative Board determine that additional assessments are necessary, it shall notify the member agencies of such assessment ninety (90) days prior to such assessment becoming due. If any additional assessments or annual maintenance fees are not paid timely after notice of the assessment/fees are received, the member is subject to having its membership status revoked by majority vote of the KRCJMG Administrative Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Readiness Center shall be paid and accounted for in accordance with Washington State Local Government Accounting procedures.

C. The Fiscal Year. The fiscal year shall coincide with the calendar year.

D. Adoption of Budget. By September of each year the KRCJMG Administrative Board shall adopt a draft annual work program, budget, and cost allocation of the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the KRCJMG Administrative Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the KRCJMG Administrative Board. All expenditures shall be made from the Fund identified earlier.

E. Notice of Budget. On or before September 30, the KRCJMG Administrative Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to each member agency. On or before November 30, the KRCJMG Administrative Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to each member agency.

F. Accounting, Budgeting, and Reporting. The KRCJMG shall be subject to the Budgeting Accounting & Reporting System (BARS) Cities, Counties and Special Purpose Districts Cash Basis manual.

G. Fiscal Agent. The KRCJMG Administrative Board shall identify a fiscal agent for the KRCJMG.

H. Contracting. All contracts made by or on behalf of the KRCJMG shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

8. FACILITIES AND PROPERTY

The facilities subject to the use of the KRCJMG are as identified pursuant to Exhibit A of this Agreement. Each party's responsibility as it relates to those facilities identified shall be established pursuant to a Lease agreement hereinafter established.

9. DURATION

This Agreement shall remain in full force and effect in perpetuity from its effective date unless earlier terminated or modified as provided herein.

10. MODIFICATION

The terms of the Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

11. TERMINATION/DISPOSAL OF ASSETS

A. Any member agency has the right to withdraw from this Interlocal Agreement by giving the KRCJMG Administrative Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to the KRCJMG activities

until the effective date of withdrawal and with regard to agreements to which the Council is party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to the Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Section 11 of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the KRCJMG assets; provided, however, such forfeiture shall not take effect if the KRCJMG dissolves within one (1) year of the date of the withdrawal notice.

- B. Upon dissolution of the KRCJMG, any KRCJMG assets, after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the KRCJMG on the date of dissolution. Distribution of assets shall be in equal distributions as described in the Bylaws, in accordance with Section 7(B) of this Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the KRCJMG shall not constitute a debt, liability or obligation of any member agency. If assets can not reasonably be distributed, the KRCJMG shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of Chapter 43.19 RCW, and shall distribute the proceeds from the sales in equal distributions as established by the Administrative Board.

12. HOLD HARMLESS

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents 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 performance of this Agreement by the indemnitor or its elected or appointed officials, officers, employees and agents. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

13. INSURANCE

- A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the KRCJMG Administrative Board, member agencies, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the KRCJMG exclusively, and the KRCJMG shall defend such parties, at its cost, upon request by the member agency, Board member, and/or employee.

- B. The KRCJMG Administrative Board shall obtain commercial general liability, and auto liability insurance coverage for the KRCJMG Administrative Board, and any staff employed by the KRCJMG, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officer, agents, and employees as additional insured's. The KRCJMG Administrative Board shall annually evaluate the adequacy of the KRCJMG's insurance coverage.
- C. The KRCJMG Administrative Board shall require that all contractors and subcontractors utilized by the KRCJMG obtain insurance coverage consistent with Section 13(B).

14. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an agreement entered into under Chapter 39.34 RCW. Its duration is as specified in Section 9. The organization, composition and nature of the KRCJMG Administrative Board is as specified in Section 4. Its purposes are as described in Section 1. Its manner of financing and budgeting is as described in Section 7. Its termination as described in Section 11. The method for disposing of property upon withdrawal or termination is set forth in Section 11.

15. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

16. NOTICES

Except as provided elsewhere in this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Section 4 with a copy of such notice provided to the Executive Director, if one has been appointed by the KRCJMG Administrative Board. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

17. VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

18. ENTIRETY

This Agreement supersedes all previous JMG interlocal agreements, if any, and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

19. SEVERABILITY

If any of the provisions of the Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. CLAIMS

- A. Any claim for damages made under Chapter 4.96 RCW shall be filed with the Chair of the KRCJMG Administrative Board, or other Agent as identified pursuant to the KRCJMG Bylaws.
- B. Upon receiving a claim for damages, or any other claim, a copy of the claim will be provided to each member agency.

21. EXECUTION AND FILING

The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Chair of the KRCJMG Administrative Board who shall file an executed original of this Agreement with the Kitsap County Auditor. The Chair of the Administrative Board shall distribute duplicate conformed copies of the Agreement to each of the parties. Parties that sign on as members at a later date will provide original signature pages of this Agreement to Kitsap County Auditor for filing. The Chair of the Administrative Board shall distribute duplicate conformed copies of the signature pages filed later to each of the parties.

22. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Section 21.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Executed this 10th day of May, 2012.

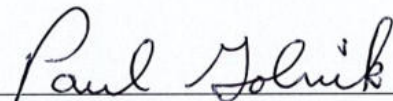
SOUTH KITSAP FIRE AND RESCUE

by: 
DAVE GELSLEICHTER, Board Chair


Date of Signing: 05-10-2012

by: 
MICHE ESLAVA, Commissioner

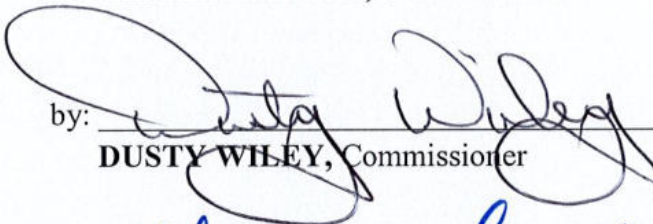
Date of Signing: 5/21/12

by: 
PAUL GOLNIK, Commissioner

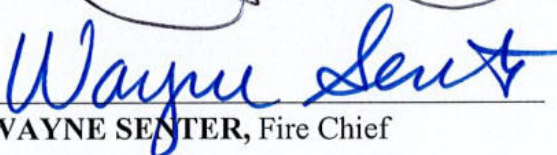
Date of Signing: 5-10-12

by: 
GERALD PREUSS, Commissioner

Date of Signing: 5-10-2012


by: 
DUSTY WILEY, Commissioner

Date of Signing: 5-10-12

by: 
WAYNE SENTER, Fire Chief


Date of Signing: 5-14-12

Attested to:

by: 
RICK GROSS, Board Secretary

Date of Signing: 5/10/12

CENTRAL KITSAP FIRE AND RESCUE

by: 
BOB MUHLEMAN, Board Chair

Date of Signing: 14 MAY 12

by: 
KEN ERICKSON, Commissioner


Date of Signing: 14 May 12

by: 
DAVE FERGUS, Commissioner

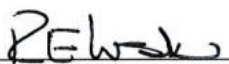
Date of Signing: 5.14.2012

by: 
RALPH ROGERS, Commissioner

Date of Signing: 5-14-12

by: 
DICK WEST, Commissioner

Date of Signing: 5-14-12

by: 
ROY LUSK, Fire Chief

Date of Signing: 5-15-12

Attested to:

by: 
RICK GROSS, Board Secretary

Date of Signing: 5/14/12

DATED this 27 day of June, 2012.

Stephen A. Boyer
STEPHEN A. BOYER
Kitsap County Sheriff

DATED this 11th day of June, 2012.

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



Robert Gelder
ROB GELDER, Chair

Josh Brown
JOSH BROWN, Commissioner

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

CITY OF BREMERTON



Patty Lent, Mayor

APPROVED AS TO FORM:



Roger A. Lubovich, City Attorney

ATTEST:



Shannon Corin, City Clerk

MUTUAL AID AGREEMENT
BETWEEN
COMMANDER, NAVY REGION NORTHWEST
1100 Hunley Road, Silverdale, WA 98315
AND
CITY OF BREMERTON FIRE DEPARTMENT
NORTH KITSAP FIRE AND RESCUE
CENTRAL KITSAP FIRE AND RESCUE
SOUTH KITSAP FIRE AND RESCUE
BAINBRIDGE ISLAND FIRE DEPARTMENT
POULSBO FIRE, DISTRICT 18
KITSAP COUNTY, OFFICE OF THE FIRE MARSHAL
FOR
THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

COMNAVREG NW
7050
Ser N8/

This agreement, entered into this 2nd day of March 2018, by and between Commander, Navy Region Northwest (COMNAVREG NW), on behalf of Commanding Officer, Naval Base Kitsap (NBK), Bremerton Fire Department, North Kitsap Fire and Rescue, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, Bainbridge Island Fire Department, Poulsbo Fire District 18, and Kitsap County Office Of The Fire Marshal, (hereinafter, "Kitsap County Fire Protection Agencies") acting pursuant to the authority of 42 U.S.C. § 1856a, DoDI 6055.06, and OPNAVINST 11320.23G, is for the purpose of providing the benefits of mutual aid to the other entity, for the protection of life and property from wild land fires, as well as firefighting and fire suppression support. The anticipated support includes; but is not limited to; emergency services of basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building and confined space extractions.

It is the policy of the Department of the Navy and COMNAVREG NW to enter into Mutual Aid Agreements (MAA) with non-federal fire departments located in the vicinity of naval installations whenever practicable. The parties have mutually concluded that it is desirable, practicable, and beneficial for the parties to enter into this MAA to document their willingness and ability to render assistance to one another in order to enhance the safety and security of the civilian community and naval facilities.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Hereinafter, the term "COMNAVREG NW Fire and Emergency Services (F&ES)" refers specifically to the F&ES organization located on and servicing NBK.

It is agreed that:

1. Upon request from Kitsap County Fire Protection Agencies, firefighting equipment and personnel of COMNAVREG NW F&ES will be dispatched; subject to operational requirements and resource availability; to any location within the area for which the Kitsap County Fire Protection Agencies are responsible to provide fire protection and emergency medical services.
2. Upon request from the COMNAVREG NW F&ES, firefighting equipment and personnel of the Kitsap County Fire Protection Agencies will be dispatched; subject to operational requirements and resource availability; to any location within the area for which COMNAVREG NW F&ES is responsible to provide fire protection and emergency medical services.
3. The party receiving a request for assistance shall endeavor to immediately inform the requesting party if assistance can or cannot be provided, and the type and quantity of resources available for dispatch.
4. Neither party shall hold the other party liable or at fault for being unable to respond to a request for assistance nor being able to respond in a timely manner, or responding with less than optimum equipment/personnel, as the parties understand that each is primarily and ultimately responsible for providing fire suppression and hazardous material incident response within their own jurisdictions.
5. The requesting and rendering of assistance under the terms of this MAA shall be per detailed operational plans and procedures developed by the individual parties. All parties shall work together to implement such plans and procedures in a manner compatible with their respective operational authorities. It is understood that the rendering of assistance under the terms of this MAA is not mandatory.
6. Under the authority of 15 U.S.C. § 2210 and 44 C.F.R § 151, Kitsap County Fire Protection Agencies are permitted to seek reimbursement for direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States Government.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

7. Under the authority of 42 U.S.C. § 1856a, either party may seek reimbursement from the other for the costs incurred by it in providing services to the other party in response to a request for assistance. Further, all parties agree to waive all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

8. All equipment used by any party in carrying out this agreement will; at the time of action; be owned by it. All personnel acting under this agreement will; at the time of such action; be an employee or volunteer member of the party.

9. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid shall include the amount and type of equipment and personnel requested and specify the location where the equipment and personnel are to be dispatched.

b. Upon receipt of a request for assistance, equipment and personnel will be immediately dispatched along with instructions as to their mission, use, and deployment in quantities and amounts that can be provided without jeopardizing the mission of the fire department providing the resources, per the judgment of the senior officer of the responding party.

c. The senior officer of the requesting fire department shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the heads of the fire departments involved, a senior officer of a fire department furnishing assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or emergency.

d. A responding fire department shall be released by the requesting party when the services are no longer required or when the responding fire department is needed in its own jurisdiction.

10. Training:

a. Whenever either party hosts fire protection training for its own personnel (host department) it may; to the maximum extent practicable and subject to its sole discretion; offer the training to personnel of the other party (guest department). Training will be provided on a space available basis only.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

b. The host department will not charge the guest department for training coursework provided pursuant to this MAA unless there is a cost that cannot be covered by the host department, such as an individual student fee/tuition or cost of a certificate.

c. The guest department or its personnel will be responsible for the payment of any and all logistic costs necessary to attend training provided by the host department, including; but not limited to; lodging, meals, and travel expenses.

d. This MAA is entered into voluntarily by the parties with no obligation on their part to either provide training or to participate in any offered training.

e. The guest department is responsible for ensuring that its personnel observe all rules, regulations, and guidelines for training provided by the host department. Neither party shall hold another party liable or at fault for damage or injury incurred during joint training activities.

f. The host department reserves the right to deny training to any guest department personnel who do not meet the prerequisites necessary to attend the offered training.

11. Execution of this Agreement:

a. This MAA shall become effective upon the date annotated above, and shall remain in full force and effect for a period not to exceed five (5) years, or until cancelled by mutual agreement of the parties, or upon the provision of at least sixty (60) days advance written notice from the party desiring to terminate this agreement to the other.

b. Following the 5 years, the agreement will either automatically terminate or be renegotiated.


FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES


12. Signatures:


North Kitsap Fire & Rescue:


GILLIAN GREGORY 6-12-17
Board Chair Date


FERNANDO ESPINOSA 6-12-2017
Commissioner Date


STEPHEN NEUPERT 6/12/17
Commissioner Date


WILSON STEWART 6-12-17
Commissioner Date


PATRICK PEARSON 6/12/17
Commissioner Date


CINDY MORAN 6-12-17
District Secretary Date

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Central Kitsap Fire & Rescue:

Dick West 6/26/17
DICK WEST Date
Board Chair

Bob Muhleman 6.26.17
BOB MUHLEMAN Date
Commissioner

Nate Andrews 6-26-17
NATE ANDREWS Date
Commissioner

Ken Erickson 6-26-17
KEN ERICKSON Date
Commissioner

Guy Earle 6/26/17
GUY EARLE Date
Commissioner

Kenneth Bagwell
KENNETH BAGWELL Date
District Secretary

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

South Kitsap Fire & Rescue:


DAVE GELSLEICHTER
Board Chair

07/13/17
Date


NOT PRESENT:

MIKE ESLAVA
Commissioner

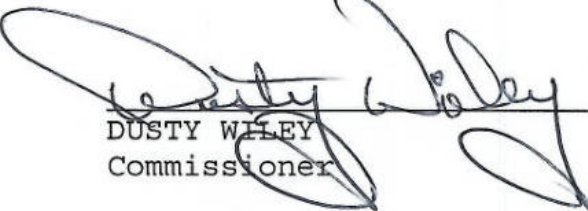
Date


PAUL GOLNIK
Commissioner

7-13-17
Date


GERALD PREUSS
Commissioner

7-13-17
Date


DUSTY WILEY
Commissioner

7-13-17
Date


KENNETH BAGWELL
District Secretary

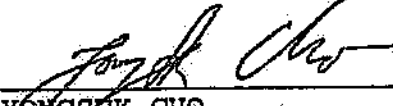
7.13.17
Date

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

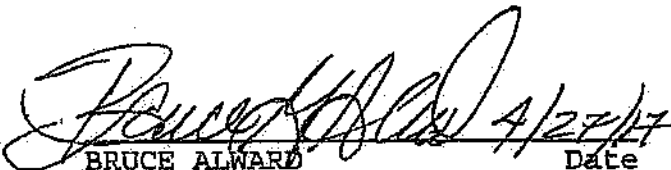
Bainbridge Island Fire Department:


SCOTT ISENMAN
Board Chair

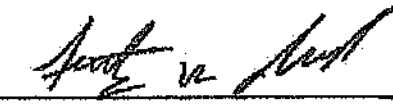
4-27-17
Date


YONGSUK CHO
Commissioner

4/29/17
Date


BRUCE ALWARD
Commissioner

4/27/17
Date


FRITZ VON IBSCH
Commissioner

4/27/17
Date

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Poulsbo Fire Department:

NA
MARTIN SULLIVAN Date
Commissioner

David Ellingson 6-14-17
DAVID ELLINGSON Date
Commissioner

Darryl Milton 6/14/17
DARRYL MILTON Date
Commissioner

Conrad Green 6/14/17
CONRAD GREEN Date
Commissioner

NA
JAMES INGALLS Date
Commissioner

Lise Alkire 6/14/17
LISE ALKIRE Date
District Secretary

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

City Of Bremerton:

Patty Lent 07-05-17 Shannon L. Corin
PATTY LENT Date SHANNON L. CORIN Date
Mayor City Clerk

[Signature] JULY 5, 2017
ROGER A. LUBOVICH Date
City Attorney

Kitsap County:

BOARD OF COUNTY COMMISSIONERS

KITSAP COUNTY, WASHINGTON

ATTEST:

Robert Gelder 2-10-18

ROBERT GELDER, Chair

Dana Daniels

Dana Daniels, Clerk of the Board

E. E. Wolfe

EDWARD E. WOLFE, Commissioner


Charlotte Garrido


CHARLOTTE GARRIDO, Commissioner



FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Commander, Navy Region Northwest

 6/1/2017
EDWARD SCHRADER, CAPT, USN Date
Commanding Officer
Naval Base Kitsap

 09 MAR 2018
A. P. VERHOFSTADT, P.E. Date
Executive Director
Commander, Navy Region
Northwest

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Points of Contact

Commander, Navy Region Northwest:

- a. Fire Chief Kurt Waeschle
(360) 396-0135, kurt.waeschle@navy.mil
- b. Regional Support Agreement Manager Mussetta Enos
(360) 396-1935, Mussetta.enos@navy.mil

North Kitsap Fire and Rescue:

- a. Fire Chief, Dan Smith
(360) 297-3619, smith@nkfr.org
- b. Assistant Chief, Richard Lagrandeur
(360) 297-3619, lagrandeur@nkfr.org

Central Kitsap Fire and Rescue:

- a. Fire Chief Scott Weninger
(360) 447-3556, sweninger@ckfr.org
- b. Deputy Chief John Oliver
(360) 447-3566, joliver@ckfr.org

City of Bremerton:

- a. Fire Chief David Schmitt
(360) 473-5381, david.schmitt@ci.bremerton.wa.us

Bainbridge Island Fire Department:

- a. Fire Chief Hank Teran
(206) 451-2032, hteran@bifd.org
- b. Finance Manager Ed Kaufman
(206) 451-2037, e Kaufman@bifd.org

South Kitsap Fire and Rescue:

- a. Fire Chief Stephen Wright
(360) 895-6501, SWright@skfr.org

Poulsbo Fire District 18:

- a. Fire Chief Jeffrey Griffin

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

(360) 516-8813, jgriffin@poulsbofire.org

- b. Deputy Chief Bruce Peterson
(360) 535-2510, bpeterson@poulsbofire.org

Kitsap County Office of the Fire Marshall:

- a. Fire Marshall David Lyman
(360) 337-5777, DLynam@co.kitsap.wa.us

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

Page: 1 of 5



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.

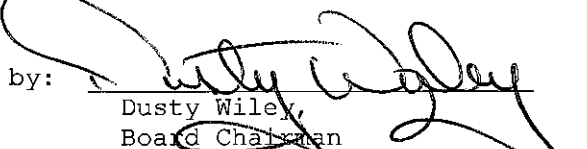
This Agreement shall remain in full force and effect unless terminated by either party with the advance written one hundred and eighty (180) day notice as indicated above.

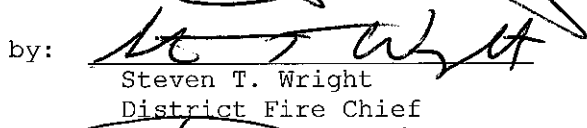
Non Exclusive Agreement:

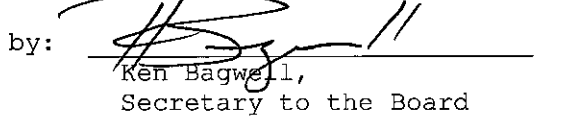
The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal cooperatives.

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

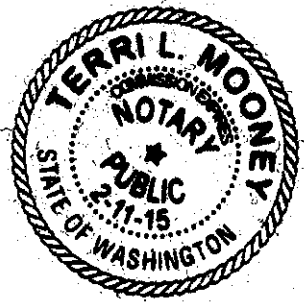
Dated: 7-10-14

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



**REVISED
KITSAP RISK MANAGEMENT GROUP
INTERLOCAL AGREEMENT**

PARTIES TO AGREEMENT AS OF EXECUTION DATE HEREOF:

Central Kitsap Fire & Rescue: "CENTRAL FIRE"
South Kitsap Fire and Rescue: "SOUTH FIRE"
Kitsap County Emergency Services Readiness Center: "JMG"
Kitsap County Fire District #2: "BAINBRIDGE FIRE"
Kitsap County Fire District #18: "POULSBO FIRE"
Pierce County Fire District #16: "KEY PENINSULA FIRE" (Non-Voting Member).

THIS IS AN AGREEMENT entered into among: **CENTRAL KITSAP FIRE & RESCUE**, a Washington State municipal corporation, hereinafter also referred to as "CENTRAL FIRE"; **SOUTH KITSAP FIRE AND RESCUE**, a Washington State municipal corporation, hereinafter also referred to as "SOUTH FIRE"; the **KITSAP EMERGENCY SERVICES READINESS CENTER**, an organization made up of units of state and local government to provide efficient and cost effective training and readiness for emergency responders, hereinafter also referred to as "JMG"; **KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 2**, a Washington State municipal corporation, hereinafter also referred to as "BAINBRIDGE FIRE"; **KITSAP COUNTY FIRE DISTRICT NO. 18**, a Washington State municipal corporation, hereinafter also referred to as "POULSBO FIRE"; and **PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 16**, hereinafter also referred to as "KEY PENINSULA FIRE".

The five Fire Districts identified in the prior paragraph will also be collectively referred to herein as "**Districts**", or singularly as "**District**". As noted in the prior paragraph, the Kitsap Emergency Services Readiness Center shall also be referred to herein as "**JMG**". The Districts and JMG shall also collectively be referred to herein as "**Agencies**".

Fire Districts 1, 7, 12, and 15, entered into the initial predecessor agreement hereto, entitled "KITSAP RISK MANAGEMENT GROUP AGREEMENT", in 1996. That initial agreement was subsequently amended on five different occasions. The purposes of the predecessor agreement, and amendments thereto, were: to permit the Agencies to join together in purchasing insurance coverage in order to achieve economies of scale; to provide risk management services for the Agencies; and to allow the Agencies to join together for the possible future administration of other common services such as training and risk management.

The original Risk Management Agreement was amended as follows:

A. First Amendment to Kitsap Risk Management Group Agreement. The first amendment was entered into in 1999.

B. Second Amendment to Kitsap Risk Management Group Agreement. The second amendment was entered into February 13, 2003.

C. Third Amendment to Kitsap Risk Management Group Agreement. The third amendment was entered into January 8, 2004.

D. Fourth Amendment to Kitsap Risk Management Group Agreement. The fourth amendment was entered into in 2006.

E. Fifth Amendment to Kitsap Risk Management Group Agreement. The fifth amendment was entered into in 2006.

In general, each amendment was entered into to add new Agency members and/or redefine the purposes of their joint undertaking. The Agencies have now determined it will be in their best interests, and the goals they seek to achieve, by presently terminating all prior Risk Management Group Agreements (the initial agreement and five amendments thereto) and replacing them with this more comprehensive Agreement.

Washington State's Inter-local Cooperation Act, Chapter 39.34 RCW, permits governmental entities to make the most efficient use of their powers by allowing them to cooperate with other governmental entities on a basis of mutual advantage to provide and/or receive services and/or facilities.

Pursuant to the terms of the prior agreement, and amendments thereto, any time the Agencies sought to add new members, and/or engage in acts not specifically authorized by the prior agreements, they were compelled to do so pursuant to agreement of all Agencies in the form of an agreement amending the preceding agreements. This process became unduly cumbersome. By entering into this replacement agreement, it is the goal of the Agencies to provide a more streamlined means of allowing the members from the Agencies with voting rights to reach decisions, under certain circumstances as hereinafter outlined, without first being required to have such decisions memorialized in amendment agreements entered into by all Agencies. It is also noted, pursuant to RCW 39.34.030(5)(a) the actions of the voting members of the Risk Management Group ("RMG") in furtherance of the RMG's objectives, may be offered in satisfaction of the obligations of each individual Agency.

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

1. Termination of Prior Agreements / Ratification of Prior Actions. The prior initial RMG Agreement, and five amendment agreements thereto, shall terminate and have no further force or effect upon execution of this Agreement. Provided, however, all prior decisions and agreements entered into by the RMG members are hereby ratified and confirmed. For

informational purposes, MASON COUNTY FIRE DISTRICT NO. 2, has not participated in RMG activities for some time now and is hereby terminated as an Agency member who possessed non-voting status.

2. Purposes. The Purposes of this Agreement are to allow the Agencies to join together as the “KITSAP RISK MANAGEMENT GROUP”, hereinafter referred to simply as “RMG”, for the following purposes, as determined from time to time by the RMG voting members:

A. Insurance. To investigate and procure, as deemed appropriate, from time to time, joint insurance coverage for the Agencies in order to achieve economies of scale. To this end the Agencies may jointly procure any type of insurance coverage they deem advantageous through the RMG, including without limiting the generality of the foregoing, the following: casualty; liability; workers compensation; length of service award coverage; fidelity; accident and/or sickness; property; medical; dental; life; accidental death and/or dismemberment; and/or vision insurance.

B. Training. To provide joint risk management and training services for the Agencies as determined by the RMG from time to time;

C. “Other” Services. To provide for other joint services for the Agencies not directly related to the foregoing insurance and training purposes. Provided, however, before any additional services may be provided not contemplated by this Agreement, the RMG voting members shall first obtain appropriate approval from their respective Agency governing boards.

3. RMG Makeup. The RMG is made up of governmental agencies that provide and deal in emergency and related services regarding their citizens. As hereinafter explained, an RMG member may be either a voting or non-voting member. The RMG voting members are empowered: to add and delete Agency members from time to time; to designate the status of Agency members as voting or non-voting members; and to determine the status of an Agency as a voting or non-voting member. In adding Agency members, the voting members shall strive to only allow those Agencies to join the RMG who are deemed “low risk” for insurance coverage purposes, and who will not increase the liability exposure of the existing RMG members, or negatively impact their insurance premiums, to any material degree.

4. RMG Operation Guidelines.

A. RMG Members. All decisions made by the RMG shall be made by its voting members. Presently, all Agencies entering into this Agreement have two voting members, except KEY PENINSULA FIRE which possesses no voting rights. Each Agency member with voting rights shall designate two representatives to attend RMG meetings to represent that Agency’s interests and shall be designated the “voting members” from that Agency. Agencies

with no voting rights shall also designate two representatives to attend all RMG meetings, but those representatives shall not have the ability to vote on any matters coming before the voting membership. Future amendments to this Agreement need not be approved by Agency members possessing no voting rights. The two RMG members from each Agency shall serve at the pleasure of their respective Agency governing boards. Presently, regarding the Districts, the voting members for each shall consist of the Fire Chief, or his/her designee, and one District Commissioner as selected by the governing board of each District.

B. RMG Board. The RMG Board shall consist of a Chairperson, Vice-Chairperson, and Secretary. The Chairperson and Vice-Chairperson shall be elected annually by the voting membership.

The Chairperson shall be in charge of: setting each RMG meeting (the date, time, and place within Kitsap or Pierce Counties); conducting and presiding over all RMG meetings in general accordance with Roberts Rules of Order; overseeing the general management of the RMG; overseeing the establishment, maintenance, and dissolution where appropriate, of RMG sub-committees and sub-committee assignments; and insuring accurate minutes of each meeting are taken in conjunction with the Secretary.

The Vice-Chairperson shall assume the duties of the Chairperson in the Chairperson's absence and shall otherwise undertake those tasks and responsibilities as may be assigned by the Chairperson from time to time.

The Secretary shall be appointed by the Chairperson, shall serve at the pleasure of the Chairperson, and in most instances shall be an employee of the Chairperson's Agency skilled in taking and transcribing meeting minutes. The Secretary shall: attend all RMG meetings; be responsible for taking accurate meeting minutes and then transcribing those minutes for later review and approval by the RMG voting members within two weeks time of the meeting at which they were taken; maintain pertinent contact information regarding each Agency, the voting status of each Agency, and the designated members attending RMG meetings from each Agency; and maintain all RMG records in an organized fashion. All labor and incidental costs associated with the services provided by the Secretary shall be solely borne by the Chairperson's Agency without right of reimbursement from the other Agencies.

C. RMG Meetings. RMG meetings shall occur at least annually, and more frequently as determined by the Chairperson, so the purposes of the RMG may be effectively and efficiently met in a timely manner. Presently, it is anticipated RMG meetings will occur every other month.

D. Meeting Minutes. Prior to each RMG meeting, the minutes of the prior meeting shall be tendered to each Agency member (voting and non-voting), and at the actual meeting, the voting membership shall approve, or modify as appropriate, the minutes from the

prior meeting. Each Agency member shall insure copies of all approved minutes are delivered back to its respective Agency. Each set of approved minutes shall be attested to as being accurate, and signed by the Chair, or Vice-Chair acting in the Chair's behalf, and one other full voting member, after first being approved by the voting membership.

E. Lead Agency. The lead agency for the RMG at any given time shall be the Agency the RMG Chairperson is associated with.

F. Quorum. In order for a quorum to be present to conduct any RMG business, at least fifty-five percent (55%) of the voting members must be present.

G. Majority Vote. Except as otherwise expressly provided for herein, in order for a measure coming before the RMG to be enacted, a minimum of fifty-one percent (51%) of the voting members in attendance must vote in favor of it.

H. Notice Requirements for Certain Proposed Action. Regarding any measures put to the voting members for a vote involving substantial action, apart from those actions dealing with the regular month-to-month operations of the RMG, prior to a vote being taken on such matters, pertinent information regarding the proposed action shall first be provided to the voting members for review at least ten days prior to the meeting when a vote is expected. Notice of the measures may be provided to the voting members via e-mail, fax, mail, or any other appropriate delivery medium. For purposes of receiving said notices, all voting members shall provide the RMG Chairperson, or his/her designee, with updated information at all times regarding his/her e-mail address, fax number, mailing address, and/or other means of receiving written information. A listing of all such contacts shall be maintained by the Chairperson and/or Secretary as determined by the Chairperson, and may be provided to any RMG member or Agency.

I. Appeal Process. Whenever an action item is enacted by the voting members that alters the makeup of the RMG or substantially deviates from its normal course of activities, i.e., if new members are added or deleted, or matters enacted outside the primary purposes or ordinary business of the RMG, a member entitled to vote on that matter shall have the right to appeal the affirmative outcome of the vote. He/she shall initiate his/her appeal during the meeting at which the vote was taken simply by orally stating his/her decision to appeal the outcome of the vote. To be timely, an appeal must be taken regarding a matter at the meeting during which the vote on the matter occurred; appeals initiated after such meetings shall not be deemed timely and will not be considered. A timely verbal notice of appeal shall cause the enacted measure to be held in abeyance until the next RMG meeting occurring at least thirty (30) days thereafter. During this abeyance period, each member shall report back to his/her governing Agency board regarding the measure that was appealed and seek guidance from it on how to proceed. Thereafter, at the next RMG occurring at least thirty days after the appeal was taken, the measure shall again be voted upon with the outcome being final and non-appealable.

For instance, and by way of illustration, those actions subject to the appeal rights of voting members are: adding a new Agency to the RMG; deleting an Agency from the RMG; initially determining and/or changing the voting status of an Agency; and/or determining what RMG benefits an Agency is entitled to. Examples of those actions not subject to appeal are: actions that are ministerial in nature; selecting the RMG's Chair and Vice-Chair each year; selecting and/or changing the RMG's insurance representative(s); procuring and negotiating insurance agreements; and/or investigating courses of action without actually engaging in them.

J. Sub-Committees. RMG sub-committees may be established from time to time at the discretion of the Chairperson or voting membership. For instance, a sub-committee may be formed that is focused on investigating the procurement of health insurance or alternate health insurance from that which presently is provided. Non-voting members may participate as members of sub-committees, and shall possess a vote on any sub-committee matter put to a vote. Provided, however, before being enacted by the RMG, any action approved by a sub-committee must also be approved by RMG's voting members.

5. Obligation of Voting Members. RMG's voting members shall act at all times in good faith and in a reasonable manner to the end that the purposes of this Agreement may be met at the best level attainable and for the best price.

6. Adding and Deleting Agencies- "EXHIBIT A". As RMG's voting members add and delete Agency members from time to time, a current listing of all Agencies, the voting status of each, and which are currently receiving health care coverage, shall be identified on an "EXHIBIT A", to be attached hereto. The form of this "EXHIBIT A" is attached hereto and by this reference incorporated herein and made a part hereof. As each new EXHIBIT A is enacted, it shall be attached to this Agreement and serve to replace the prior EXHIBIT A in time, and become a part of this Agreement according to its terms. All prior EXHIBIT A's shall be retained by the RMG Secretary for possible future reference. The existing EXHIBIT A, at any given time, shall be deemed replaced by a subsequent EXHIBIT A, when the subsequent EXHIBIT A has been completed, dated, and signed by the then acting RMG Chairperson.

7. Term / Termination.

A. Term. The term of this Agreement shall be on a year-to-year basis. It shall continue year-to-year automatically unless a party terminates its participation hereunder as set forth in section 7.B. hereof.

B. Termination. Any party to this Agreement may terminate its participation herein by first providing written notice to the RMG chair at least sixty (60) days in advance of the date established in its notice for terminating its participation under this Agreement. The termination by one or more parties to this Agreement shall not affect the ongoing participation of

the other members hereunder or the ongoing effectiveness of this Agreement. On the date a party terminates its participation hereunder it shall not be entitled to a refund of any kind from the Kitsap Risk Management Group for any sums paid for insurance premiums, or otherwise as a result of its participation in the RMG, for the remainder of the then current coverage period or current period for which it has paid other Kitsap Risk Management Group fees or expenses.

8. Notices. Except as otherwise specifically provided for herein, all notices called for herein shall be in writing and submitted by the sending Agency to the RMG Chairperson or recipient Agency(s) as appropriate, or vice versa, by certified mail, return receipt requested, unless personal service is achieved. Service shall be deemed complete two (2) business days after notice is sent through the U. S. mail from Western Washington, or on the day of personal service with the receiving party signing a receipt therefore. All notices to an Agency shall be addressed to the Fire Chief of that Agency.

9. Payment for Insurance Premiums. It is recognized the total cost for insuring each Agency is different and will continue to be different. After determining the total cost of the joint insurance premium, the Agency voting members shall, with the aid of their insurance agent, and insurance company or companies selected to provide insurance, determine the allocation of the insurance premium expense to each Agency.

The RMG members shall then report back to the governing body of each Agency regarding the total insurance premium cost to that Agency, and the governing body for each Agency shall then make provision for payment of the insurance premium attributed to it in a timely manner. Each Agency shall be solely responsible for payment of any and all insurance premiums attributed to it and shall hold the other Agencies harmless from payment therefore.

10. Hold Harmless Provision. No Agency shall be liable in any fashion whatsoever for any liability arising or threatened through the acts or omissions of another Agency regarding its conduct as an RMG member, including its employees, agents, and/or representatives ("committing Agency"), or any property damage arising through the acts or omissions of the committing Agency. The committing Agency shall fully and completely hold those Agencies not involved in the liability or property damage event, harmless from any and all liability arising therefrom, including all expenses, legal costs, and legal fees associated therewith.

Each Agency also agrees to assume responsibility for all liability that arises in any fashion regarding its conduct (and the conduct of its employees and representatives) in the performance of this Agreement, and to save and hold the other Agencies, their employees, representatives, and officials, harmless from all costs, expenses, losses, and damages, including the cost of legal defense, incurred as a result of acts or omissions of the committing Agency relating to its performance hereunder.

11. Insurance Deductibles. In the event of an insured loss by an Agency, that

Agency shall be solely responsible for any deductibles specified in the coverage, and for any loss not covered by the applicable insurance policy.

12. Uninsured Loss. In the event an Agency incurs a claim, loss, or becomes a party to litigation that is excluded from coverage under any insurance policy obtained pursuant to this Agreement, or exceeds the applicable policy coverage limits, that Agency shall be solely responsible for the cost of processing the uninsured claim, litigation expenses if the insurance carrier does not defend, and uninsured damages. Such Agency shall also pay any and all said sums for which it is liable that are not paid by the insurance carrier.

13. Risk Management Provisions.

A. Information Supplied by Each Agency. Each Agency, from time to time, as requested by the RMG designated insurance representative or RMG Chairperson, shall provide the RMG and the said insurance representative with complete information concerning any of the following items as requested:

- (1) Complete descriptions of all stations or other structures owned or leased by the Agency. The descriptions shall include all information necessary to obtain a rating for insurance coverage of the structures and their contents;
- (2) A complete description of all vehicles owned or leased by the Agency including the make, model, year of manufacture, purchase cost, replacement cost and nature of equipment carried on each;
- (3) A complete inventory of all equipment maintained by the Agency;
- (4) A description of the services provided by the Agency to the public within and without its jurisdictional boundaries;
- (5) A list of all paid and volunteer personnel of the Agency and the job description for each;
- (6) A copy of all contracts the Agency is a party to that provide for either the supplying or receiving of services by the Agency;
- (7) A copy of all Agency lease agreements;
- (8) Relevant loss history information; and
- (9) Any information required by the insurance carrier for enrollment or health coverage purposes.

B. Determination of Insurance Coverage & Risk Management Services. The RMG shall determine the insurance coverage to be provided each Agency, and shall provide risk management services to RMG Agencies as it shall determine.

Presently, the RMG Agencies who have purchased and are currently receiving health care coverage through the RMG are: CENTRAL FIRE; SOUTH FIRE; BAINBRIDGE FIRE; POULSBO FIRE; and KEY PENINSULA FIRE. As Agencies are added or deleted from health care coverage, such changes shall be documented on EXHIBIT A according to the procedure established in section 6 hereof.

C. Agency Expenses in Administering RMG. Each Agency shall be responsible for its proportionate share of out-of-pocket expenses incurred in administering the RMG, as determined by the RMG. In most cases it is anticipated payment of these said expenses will be initially advanced by the Lead Agency with the member Agencies then providing reimbursement to the Lead Agency for their respective proportionate share of the said expenses.

14. Severability. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement or the application of the remainder of this Agreement shall not be affected and shall remain in full force and effect .

15. Benefits. This Agreement is entered into for the benefit of the RMG Agencies only and shall confer no benefits, direct or implied, on or to any third parties or other persons or entities not a party hereto.

16. Complete Agreement. This Agreement represents the entire Agreement among the Agencies regarding the matters contained herein. It shall not be modified, supplemented, or otherwise affected simply by the “course of dealing” among the Agencies.

17. Financial Considerations. The Interlocal Cooperation Act requires parties to establish how their joint undertaking shall be financed and what budget(s), if any, will be maintained therefore. In answer to that statutory directive, each Agency shall be solely responsible for its own costs incurred in carrying out the terms of this Agreement; no joint financial accounts or arrangements shall be established except as otherwise specifically provided for herein. Also, no joint budget shall be maintained regarding carrying out the terms of this Agreement; each Agency shall make adequate provisions in its own budget for carrying out all its obligations hereunder.

18. Acquiring, Holding, & Disposing of Jointly Acquired Property. The Interlocal Cooperation Act requires the parties establish how property will be acquired, held, and ultimately disposed of. It is not anticipated the Agencies will jointly acquire any property, either real or personal, in carrying out the terms of this Agreement. The property of an Agency used in

implementing this Agreement shall remain that Agency's sole property and under its sole control. If the Agencies do jointly acquire any property for the administration of this Agreement, prior to doing so, they shall reach written agreement as to what each will contribute to acquire the property, who shall be in charge of acquiring and managing it, and how it will be held and ultimately disposed of at the appropriate time or at the time of this Agreement's termination.

19. Cooperation / Interpretation. The Agencies and their representatives to the RMG shall seek to fully and completely cooperate with one another in good faith at all times so the terms and spirit of this Agreement may be fully implemented. All Agencies have had the ability to equally participate in and negotiate the terms of this Agreement. This Agreement shall be provided with a reasonable interpretation and not weighted in favor of or against any Agency.

20. Execution in Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one agreement.

21. Filing of Agreement. Pursuant to RCW 39.34.040, after this Agreement has been fully executed by all parties, it shall be promptly filed with the Kitsap County Auditor and the Pierce County Auditor. The RMG Chairperson shall be responsible for filing it with the Kitsap County Auditor, and KEY PENINSULA shall be responsible for filing it with the Pierce County Auditor.

22. Agreement Approval. The terms of this Agreement were acted upon and approved by **CENTRAL FIRE's** Board of Commissioners at its regularly scheduled public meeting held on the 13 day of August, 2007; by **SOUTH FIRE's** Board of Commissioners held at its duly scheduled regular meeting on the 26 day of July, 2007; by **BAINBRIDGE FIRE's** Board of Commissioners at its regular scheduled public meeting held on the 11 day of July, 2007; by the **JMG** Board of Directors held at its duly scheduled regular meeting on the 10 day of October, 2007; by **POULSBO FIRE's** Board of Commissioners at its regular meeting on the 8 day of August, 2007; and by **KEY PENINSULA FIRE's** Board of Commissioners at its regular meeting on the 24 day of July, 2007.

As a **condition precedent** to this Agreement taking effect, all Agencies identified herein as parties hereto must duly execute this Agreement by no later than sixty days from the date of the first signature appearing hereon.

Six originals of this Agreement shall be executed so each party may retain an original hereof.

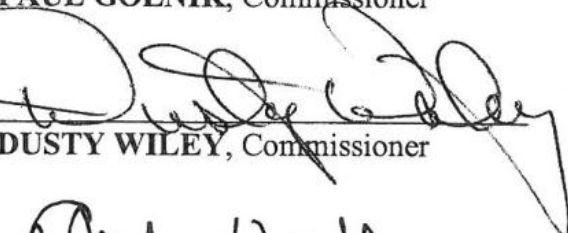
IN WITNESS HEREOF, the duly elected Commissioners and representatives for each fire district identified herein, and the Board of the JMG, hereby set their hands to this

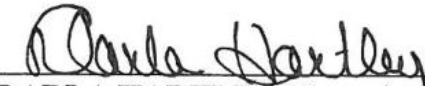
document indicating the consent of their respective Districts and the JMG to the terms hereof on the date indicated by the signature of each hereon:

SOUTH KITSAP FIRE & RESCUE

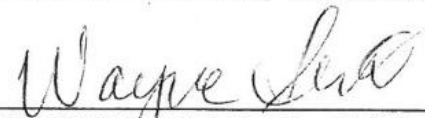
by: 
DAVID GELSLEICHTER, Chair


by: _____
PAUL GOLNIK, Commissioner

by: 
DUSTY WILEY, Commissioner

by: 
DARLA HARTLEY, Commissioner

by: 
GERALD PREUSS, Commissioner

by: 
WAYNE SENTER, Fire Chief

Attested to:

RICK GROSS, Secretary to the Board

CENTRAL KITSAP FIRE & RESCUE

By 
COMMISSIONER /
BOB MUHLEMAN, Board Chairman

Date: 8/13/07
~~07/09/07~~ *DM*

By 
KEN BURDETTE, FIRE CHIEF

Date: 8/13/07
~~07/09/07~~ *SB*

By 
RICK GROSS, District Secretary

Date: 8/13/07
~~07/09/07~~ *RJ*

**KITSAP COUNTY EMERGENCY SERVICES READINESS CENTER JOINT
MANAGEMENT GROUP**

By Wayne Senter
Fire Chief South Kitsap Fire and Rescue
WAYNE SENTER, Board Chairman

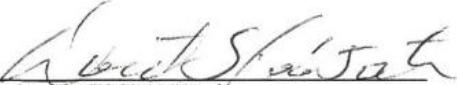
Date: 10-10-07

By Ken Burdette
Fire Chief Central Kitsap Fire and Rescue
KEN BURDETTE, Vice Chairman

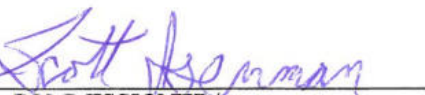
Date: 10/10/07

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 2 ("BAINBRIDGE FIRE")

By _____ Date: _____
BOARD CHAIR /
MAUREEN HALLIGAN,

By  Date: 7-11-07
COMMISSIONER/
DAVE COATSWORTH

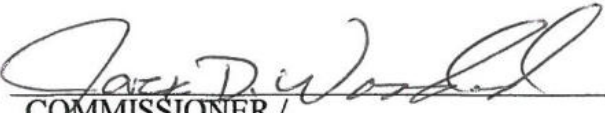
By  Date: 11 July 2007
COMMISSIONER/
MICHAEL ADAMS

By  Date: 7-11-07
COMMISSIONER/
SCOTT ISENMAN

By  Date: 7/11/07
COMMISSIONER/
JAMES JOHNSON

By  Date: 7/11/07
GLEN TYRELL, Interim Fire Chief
and Board Secretary

KITSAP COUNTY FIRE DISTRICT NO. 18 ("POULSBO FIRE")

By  Date: 8 AUG 07
COMMISSIONER /
JACK WOODARD, Board Chairman

By  Date: 8-8-07
FIRE CHIEF/
JIM SHIELDS

By  Date: 8-8-07
SECRETARY/
LISE ALKIRE

PIERCE COUNTY FIRE DISTRICT NO. 16 ("KEY PENINSULA FIRE")

By 
COMMISSIONER/
RICK STOUT

Date: 7-24-07

By 
COMMISSIONER/
JAMES BOSCH

Date: 7-24-07

By 
COMMISSIONER/
ALLEN YANITY

Date: 7-24-07

By 
TOM LIQUE, Fire Chief

Date: 7-24-07

FD7: Agree- Risk Management NEW REVISED 2007 wd



INTERLOCAL AGREEMENT

South Puget Sound

Fire Coordinating Group

This agreement is made and entered into by the undersigned municipal corporations, referred to as "Participating Agency" or "Participating Agencies" Pursuant to the provisions of the *Washington State Interlocal Cooperative Act, Chapter 39.34 RCW* for the mutual advantage of all Participating Agencies in the provision of efficient and effective public fire protection services.

Status

The **South Puget Sound Fire Coordinating Group (SPSFCG)** shall be an administrative sub-entity of the South Puget Sound Region Fire Defense Board.

Purposes

The purposes and objectives of the *South Puget Sound Fire Coordinating Group* are:

- 1) Establish a coordinated interagency fire training, qualification and certification program in the DNR South Puget Sound Region.
- 2) Establish procedures for mutual and interagency recognition of training, experience and certification of wildfire firefighting personnel in compliance with standards and components of *NWCG Wildland and Prescribed Fire Qualification PMS 310-1 System Guide*.
- 3) Cooperate with the Pacific Northwest Wildfire Coordinating Group and its working teams in providing and facilitating wildfire personnel training and certification.
- 4) Provide timely review and certification of qualified wildfire incident personnel.

Operating Committee

The Fire Defense Board shall form a SPSFCG Operating Committee comprised of one representative from a Participating Agency located in King County, a Participating Agency located in Pierce County, a Participating Agency located in Kitsap County, a Participating Agency located in Mason County, Participating Agency located in Thurston County, DNR, Federal wildland fire agency and the Regional Coordinator.

- Five members of the Operating Committee shall constitute a quorum.
- The Operating Committee shall administer this Agreement and the joint and cooperative undertaking of the SPSFCG as outlined herein.
- The Operating Committee may establish guidelines and procedures as necessary for the fulfillment of the purposes and objectives of the SPSFCG.

Standards

Personnel Qualification Standard and Training

The standards and components of *NWCG Wildland and Prescribed Fire Qualification PMS 310-1 System Guide* shall apply. All personnel position certifications shall be in full compliance with or exceed 310-1 requirements. These shall be *NWCG ICS Qualification Card ["Red Card"]* certifications.

Additionally, the SPSFCG may adopt incident position training, experience and qualification requirements for additional specific and defined incident roles and may certify personnel meeting or exceeding those requirements.

Training

A participating agency shall submit its wildfire training request(s) for National Wildfire Coordinating Group (NWCG) certification courses to the Operating Committee to host a course. The course shall meet the NWCG Field Managers Course Guide *PMS 901-1*. The Operating Committee, either on its own or through a designated training committee, shall coordinate the wildfire training program among the participating agencies to assure quality of training and maximum participation opportunity.

Personnel Training, Experience and Qualification Records

Complete and up-to-date records of all personnel training, experience and qualification shall be maintained using prescribed *Incident Qualification System (IQS)* software as described by the Operating Committee of the SPSFCG.

All Participating Agencies will have access to the IQS and shall enter and track their own members.

Peer Review

Interagency Peer Review Committee

The *Interagency Peer Review Committee (IPRC)* shall be appointed by the Operating Committee and shall be comprised of seven (7) members, a minimum of three (3) of whom shall be currently certified as Type 2 Division Supervisor or higher. Of these seven members, at least one shall be from Washington State DNR and at least one if available from a Federal wildland fire agency.

Four (4) members of the IPRC shall constitute a quorum. With either four or five members present, three supporting votes shall be required to approve action. With either six or seven members present, four supporting votes shall be required to approve action.

The IPRC should meet at least quarterly and may meet further as required to provide timely review and action on personnel certification proposals.

Interagency Peer Review

Prior to any Participating Agency certifying any person in any position that may result in a wildland incident assignment supervising interagency personnel, the supporting training, experience and qualification records of the person, together with any recommendations, shall be reviewed by the IPRC.

The primary task of the IPRC is to assure that any person submitted for qualification in such a supervisory position is fully qualified for the proposed position in accordance with the Personnel Qualification Standard prescribed by this Agreement.

Definition: Position that may result in a wildland incident assignment supervising interagency personnel means (1) any Operations Section position above Single Resource Boss, and (2) any overhead position of Unit Leader or higher.

In the event a quorum cannot be obtained by members of the IPRC or circumstances warrant more timely action, the Committee Chair may at the Chair's discretion, forward a completed Position Task Book and supporting documentation to the South Puget Sound Region DNR Training Officer for subsequent review and qualification. Individual records rejected by the SPS DNR Training Officer may be resubmitted to the IPRC for review at their next regularly scheduled meeting.

The secondary task of the IPRC is to review and confirm agency training, experience and qualification records as it deems necessary or advisable to assure full agency compliance with the Personnel Qualification Standard prescribed by this Agreement of all agency-certified wildland personnel.

Personnel Records Review

Participating Agency records of all personnel training, experience and qualifications relevant to the specific qualification under review shall be available for review by the IPRC on its request. The Participating Agency shall provide copies of such records in the form requested by the IPRC. 4

Participating Agency Certification

Participating Agency Certification

The Participating Agency may certify its own qualified personnel in the wildfire incident positions that do not have interagency supervisory responsibility, i.e., Operations Section positions through Single Resource Boss and overhead positions below Unit Leader. Participating Agency certifications may be subject to review and confirmation by the IPRC and the Participating Agency shall cooperate and assist the IPRC in any records audit it may request.

The Participating Agency shall request and obtain IPRC review and recommendation before certifying personnel in wildfire incident positions above Single Resource Boss and overhead positions of Unit Leader or above. All Participating Agency certifications shall be approved by the Participating Agency Fire Chief or designee.

De-Certification

An individual may be de-certified by the individual's Participating Agency in accordance with the provisions of Chapter 2.26 of the Forest Service Fire and Aviation Qualification Guide. De-certification is not an adverse action; an individual may be re-certified according to the procedures set out in Section 22.5 of the referenced chapter.

Withdrawal

Any Participating Agency may withdraw from the SPSFCG by providing written notice of such withdrawal to the Secretary of the SPSFCG or such other person as may be designated.

Termination

The participation of any Agency in the SPSFCG may be terminated by resolution of a super-majority (at least 60 percent) of all Participating Agencies in accordance with adopted cause and procedures.

Property

SPSFCG shall not acquire real or personal property in its name.

Finance

No provisions for direct financial support are provided by the SPSFCG.

Duration

The duration of this Agreement shall be perpetual unless dissolved by action of the Participating Agencies in accordance with the provisions herein. 5

Dissolution

The SPSFCG may be dissolved by the action of 75% of the Participating Agencies.

Amendment by Representative Action

Substantive amendment of this Agreement may be made by affirmative vote of 75% of the Participating Agency representatives provided that 90 days written notice of such amendment and the date of its scheduled consideration is provided by the Operating Committee within SPSFCG to all Participating Agencies.

Agreement in Fulfillment of Participating Agency Responsibility

No part of this Agreement shall in any way relieve any Participating Agency of any obligation or responsibility imposed upon it by law except that to the extent of the actual and timely performance thereof by the SPSFCG that performance may be offered in satisfaction of the obligation or responsibility. 6

The Participating Agencies have executed this Interlocal Agreement for the South Puget Sound Fire Coordinating Group as of the last date written below.

This Agreement may be signed in multiple counterparts and shall be effective as to a Participating Agency upon that Participating Agencies signature.

South Kitsap Fire & Rescue

Agency Name

1974 Fircrest Drive SE

Address

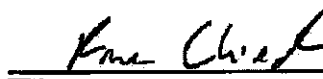
Port Orchard

City

98366

Zip Code


Agency Representative Signature


Title

4-14-16
Date

South Puget Sound Fire Defense Board


Regional Coordinator

2-31-19
Date

Central Region Fire Defense Board


Regional Coordinator

7-31-19
Date

**INTERLOCAL AGREEMENT BETWEEN
KITSAP FIRE DISTRICT #7 & CITY OF PORT ORCHARD
REGARDING
PATROL BOAT OPERATED BY CITY POLICE DEPARTMENT**

This Agreement is entered into this ¹⁰ 27 day of February, 2004, between **KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7**, a Washington municipal corporation, hereinafter referred to as "DISTRICT 7", and the **CITY OF PORT ORCHARD**, a Washington municipal corporation, hereinafter referred to as "CITY". Herein, DISTRICT 7 and the CITY shall also be generically referred to collectively 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 constituents.

The City's police department has recently purchased a Boston Whaler run-a-bout patrol boat ("Patrol Boat") which it maintains at the Port of Bremerton's Port Orchard Marina ("Marina"). The City and District 7 have agreed there is a mutual need for them to cooperate regarding emergencies occurring on the waters of Puget Sound near the City's boundaries accessible by the Patrol Boat: the City will provide policing/rescue services, and District 7 will provide emergency medical services and other appropriate aid. It is anticipated District 7 will be contacted on a relatively limited basis (approximately six times per year) to provide its services from the Patrol Boat.

The purpose of this Agreement is to set forth the detailed agreement of the parties regarding the matters contained herein in writing.

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

1. **Location of Patrol Boat**. The City shall maintain the Patrol Boat at a permanent slip at the Port Orchard Marina.
2. **District 7 Equipment on Patrol Boat**. During the term of this Agreement, District 7 shall maintain on the Patrol Boat, at a location designated by the City, the following: a float-a-pump for use in fighting fires; minimal first aid supplies; and a back board.
3. **Notification to District 7 to Participate in Rescue Operation / Patrol Boat Staffing**. When the City's marine officers are notified to respond to a water rescue, and where the information received indicates there may be injuries, or when the special qualifications of District 7 may be otherwise helpful, District 7 shall be notified through CENCOM or other acceptable means, and District 7

personnel from its Station 31, or the next available station, shall rendezvous with the City's marine officer(s) at the Patrol Boat's Marina slip for response. If District 7 personnel are called to respond to an incident on the water, it shall only be necessary for the City to staff the Patrol Boat with one marine officer rather than two in situations where District 7 personnel participate. The Patrol Boat shall be operated at all times by the City's marine officer(s).

4. Individual Requiring Advanced Life Support. If District 7 personnel treat an individual who requires advanced life support services, its personnel shall attempt to stabilize the individual, and the City's marine officer(s), in coordination with District 7's personnel, shall bring and dock the Patrol Boat at the nearest appropriate accessible land site (generally where a dock is located) where the treated individual may be transported to the closest appropriate treatment site.

5. Insurance and Hold harmless Provisions. The City and District 7 shall each carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party in any Patrol Boat response whether it be the City or Fire District. Each party agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause, arising out of or connected with the performance of this Agreement, and to indemnify and hold the other party hereto and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that party's employees, of this Agreement. All liability for salaries, wages, and other compensation of each party's employees shall be that of the respective employer.

6. Patrol Boat Maintenance. The City shall be responsible for maintaining and operating the Patrol Boat in a good, clean, and safe condition. The City shall also be solely responsible for insuring the Patrol Boat against any damage caused to it from whatever source, or from any damage to persons or property of others caused by the Patrol Boat or its operation. If any major improvements to the Patrol Boat are contemplated that would be mutually advantageous to the operations of each party, appropriate representatives from the City and Fire District 7 shall meet in a spirit of cooperation to discuss how those improvements will be paid for.

7. Patrol Boat Use Guidelines. Representatives from each party shall meet from time to time, as deemed appropriate by either party, to discuss and develop rules and/or guidelines for their joint use of the Patrol Boat so that it may be used in the most efficient and safe manner possible. Any rules or guidelines which are agreed to shall be placed in writing and signed by an appropriate representative from each party. All personnel from both Fire District 7 and the City shall be fully advised of all such rules or guidelines as they are developed.

8. Termination. This Agreement shall remain in effect indefinitely until terminated by either party according to the provisions of this section. Either party shall have the right to terminate this Agreement and the cooperative effort created hereby, by supplying advance written notice to the other party of its intent to terminate the provisions of this Agreement. The actual termination date shall be set forth in the termination notice and shall not terminate without at least thirty (30) days after service of the notice on the other party. The termination notice shall be served either personally, with the receiving party signing a receipt therefore, or by certified mail, return receipt required. The notice shall be deemed served on the date the receipt is signed in the case of personal service, or two business days after the notice is mailed from a US postal drop in Kitsap County by certified mail, return receipt requested.

For purposes of receiving written notices under this Agreement from each other, the contact liaison person for each, and address for submitting notices to the other, are as follows for District 7,

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7

c/o CHIEF **MIKE BROWN**
1974 Fircrest Drive SE
Port Orchard, WA 98366
Phone: 360-871-2426

and as follows for the City,

CITY OF PORT ORCHARD POLICE DEPARTMENT

c/o CHIEF **ALAN L. TOWNSEND**
546 Bay Street
Port Orchard, WA 98366
Phone: 360-876-1700

If the name or address of the contact/liaison person for either party ever changes, that party shall promptly notify the other party of its new contact/liaison person and/or address for the receipt of notices.

9. Cooperation / Disputes. These 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.

If any disputes arise between the parties regarding this Agreement and its implementation and/or interpretation that are not quickly resolved, each party shall take all necessary steps 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. 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.

11. Approval of Parties. DISTRICT 7's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the 22nd day of January, 2004 and authorized the individuals signing this Agreement hereafter to sign the same on its behalf. The CITY's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the ___ day of _____, 2004 and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

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. Agreement to be Filed with County Auditor. Pursuant to RCW 39.34.040, this inter-local agreement shall be filed with the Kitsap County Auditor by the City as soon as reasonably practical after both parties have duly executed it. The City shall thereafter provide a fully conformed filed copy hereof to Fire District 7.

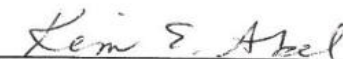
KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7

by:  Date of Signing: 01-22-2004
DAVE GELSLEICHTER, Board Chairperson

by:  Date of Signing: 1-22-04
MIKE BROWN, Fire Chief

by:  Date of Signing: 1/22/04
RICK GROSS, Secretary

CITY OF PORT ORCHARD

by:  Date of Signing: 1/29/2004
KIM E. ABEL, Mayor

Attest:

by:  Date of Signing: 1/29/04
CAROL ETGEN, City Clerk

**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.

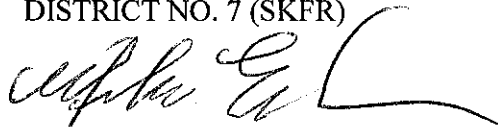
6.14 Cooperation / Disputes. The parties shall strive to cooperate with one another in all reasonable respects and at all reasonable times so the terms and spirit of this Agreement may be fully implemented for the benefit of both parties and their constituents.

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

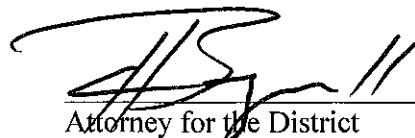
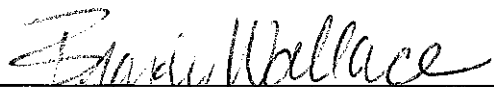
Chairman Miche Eslava

Date: 2-3-2022

Date: 02-10-2022

ATTEST/AUTHENTICATED:

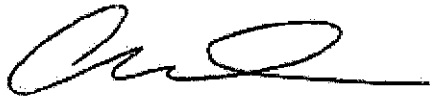
APPROVED AS TO FORM:



Brandy Wallace, MMC, City Clerk

Attorney for the District

APPROVED AS TO FORM:



Charlotte Archer, City Attorney

**EXHIBIT A
Compensation Provisions for Services**

Service	Payment	How Paid
Section 2.5: Expert Consultation on Inspections	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
Section 2.10 Hazardous Materials Emergency Assistance Agreements.	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

KITSAP COUNTY FIRE CHIEFS ASSOCIATION INTERLOCAL COOPERATION AGREEMENT

THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) Between Bremerton Fire Department (“BFD”), Central Kitsap Fire and Rescue (“CKFR”), South Kitsap Fire and Rescue (“SKFR”), Kitsap County Fire District 18/Poulsbo Fire (“PF”), North Kitsap Fire and Rescue (“NKFR”), and Bainbridge Island Fire Department (“BIFD”) (hereinafter the “parties”), by which the parties agree to establish and participate in joint membership of the KITSAP COUNTY FIRE CHIEFS ASSOCIATION (“KCFCA”). This agreement supersedes and replaces any and all prior agreements relating to the KCFCA whether written or oral.

WHEREAS, this Agreement is formed to be consistent with the provisions and terms of the “Interlocal Cooperation Act” pursuant to RCW 39.34 et seq.; and

WHEREAS, the KCFCA was created in 1994 to help promote fire prevention, fire suppression, emergency medical services, and life safety legislation and education through the cooperation of the local fire departments’ joint efforts of their respective Chief officers; and

WHEREAS, it was believed that each of the parties and the public would benefit through regional coordination and cooperation of the KCFCA; and

WHEREAS, the parties now desire to establish a separate legal entity to provide oversight for the activities of the parties of the KCFCA;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

The purposes of this Agreement are:

- a. To provide a means for the continued development of fire suppression and fire prevention services as well as a coordinated effort to influence legislation and education benefiting the region’s emergency service providers and public.
- b. To replace and supersede the original Kitsap County Fire Chief’s Association Agreement, re-establishing the working relationship between the parties who were the initial participants of that Agreement;

- c. To establish the KCFCA as an LLC, a separate legal entity as authorized by RCW 39.34.030(3)(b);
- d. To establish a process of administrative oversight for such services provided by the KCFCA;
- e. To establish a process for other jurisdictions and public entities to become participants in this Agreement.

2. DEFINITIONS

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them pursuant to state statute or other controlling law, or as defined in this Agreement:

- a. “*Member Agency*” means a voting and fees paying municipal or other governmental entity which is a party to this agreement.
- b. “*State*” means the State of Washington.
- c. “*Region*” means Kitsap County and other adjoining counties.
- d. “*Kitsap County Fire Chiefs Association*” means the separate legal entity established and acknowledged by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.
- e. “*Majority Vote*” means more than one-half of the votes cast by member agency representatives when a quorum is present.
- f. “*Administrative Board*” shall mean the representatives of member agencies of the KCFCA identified in Section 4 of this Agreement.

3. PARTICIPATION

The Bremerton Fire Department, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, Kitsap County Fire District 18/Poulsbo Fire, North Kitsap Fire and Rescue, and Bainbridge Island Fire Department participate in the formation and operation of the KCFCA for the purposes established pursuant to this Agreement. Other governmental organizations may join the KCFCA upon approval of the KCFCA Administrative Board and by agreeing to the terms of this Agreement established below. Other organizations who are not governmental organizations may participate and take advantage of the services provided by

the KCFCA pursuant to separate service agreements pursuant to those rules established by the KCFCA Bylaws.

4. MEMBERSHIP AND VOTING RIGHTS OF THE KCFCA ADMINISTRATIVE BOARD

- A. Membership in the KCFCA is established by execution of this Agreement and payment of any required fees as established by the Administrative Board.
1. A municipal or government entity that desires to become a later member of the KCFCA must obtain permission to do so by a majority vote of the Administrative Board. The required permission applies to any entity that wishes to become a member. Any entity seeking to join the KCFCA must sign an amendment to this Agreement establishing their membership. However, such membership is subject to legislative approval of all member agencies. Further, any entity seeking to join the KCFCA must pay all fees in accordance with this Agreement.
 2. A non-municipal or non-governmental entity that desires to participate in the KCFCA shall be entitled to do so pursuant to the Bylaws of the KCFCA.
 3. Ex-Officio members may be allowed to participate in the KCFCA pursuant to the Bylaws of the KCFCA.
- B. The KCFCA Administrative Board shall consist of one (1) representative who shall be the Chief Officer from each participating member agency, each of whom is delegated one vote.

The membership and structure of the KCFCA Administrative Board may only be modified through an amendment to this agreement, recommended by a majority of the Administrative Board and approved by a majority of the member agencies.

5. AUTHORITY AND RESPONSIBILITIES OF THE KCFCA ADMINISTRATIVE BOARD

The KCFCA Administrative Board shall have the authority and the responsibilities to provide policy and legislative direction for the KCFCA and its administration, and in particular shall:

- a. Establish bylaws that govern the procedures of the KCFCA Administrative Board and daily operations of the KCFCA;
- b. Recommend appropriate action for the KCFCA to the legislative bodies of the participating members;

- c. Enter into agreements with, and receive and distribute funds from any federal, state or local agencies;
- d. Determine what services are to be offered by the KCFCA and under what terms they shall be offered;
- e. Review and adopt annual budgets;
- f. Review and approve budget expenditures;
- g. Enter into agreements with third parties for services necessary to fully implement the purposes of this agreement;
- h. Apply for such federal, state, or private funding of any nature as may become available to assist the KCFCA in carrying out its purposes and functions;
- i. Purchase, take, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property;
- j. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of property and assets;
- k. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- l. Enter into contracts
- m. Review and adopt personnel, purchasing and financial policies;
- n. Any and all other acts necessary to further the KCFCA's goals and purposes.

6. FINANCING

A. Cost Allocation. All members shall pay the annual fees as described in the KCFCA Bylaws.

B. The Fiscal Year. The fiscal year shall coincide with the calendar year.

C. Adoption of Budget. By September of each year the KCFCA Administrative Board shall adopt a draft annual work program, budget, and cost allocation of the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the KCFCA Administrative Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the KCFCA Administrative Board. All expenditures shall be made from the Fund identified earlier.

D. Notice of Budget. On or before September 30, the KCFCA Administrative Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to each member agency's representative. On or before November 30, the KCFCA Administrative Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to each member agency's representative.

E. Contracting. All contracts made by or on behalf of the KCFCA shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

7. FACILITIES AND PROPERTY

Any property owned or maintained by the KCFCA shall be used and disposed of in accordance with the Bylaws established by the KCFCA Administrative Board.

8. DURATION

This Agreement shall remain in full force and effect in perpetuity from its effective date unless earlier terminated or modified as provided herein.

9. MODIFICATION

The terms of the Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

10. TERMINATION

- A. Any member agency has the right to withdraw from this Interlocal Agreement by giving the KCFCA Administrative Board six (6) months prior written notice. Withdrawal by one member agency to the Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies.

11. HOLD HARMLESS

Each party shall defend, indemnify and save all other parties harmless from any and all claims arising out of that party's negligent performance of this agreement. Any loss or liability resulting from negligent acts, errors, or omissions of the KCFCA Administrative Board, KCFCA Director and/or KCFCA staff shall be borne by the KCFCA exclusively.

12. INSURANCE

- A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the KCFCA Administrative Board, member agencies, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the KCFCA

exclusively, and the KCFCA shall defend such parties, at its cost, upon request by the member agency, Board member, and/or employee.

- B. The KCFCA Administrative Board shall obtain commercial general liability, and auto liability insurance coverage for the KCFCA Administrative Board, and any staff employed by the KCFCA, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officer, agents, and employees as additional insured's. The KCFCA Administrative Board shall annually evaluate the adequacy of the KCFCA's insurance coverage.
- C. The KCFCA Administrative Board shall require that all contractors and subcontractors utilized by the KCFCA obtain insurance coverage consistent with Section 13(B).

13. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an agreement entered into under Chapter 39.34 RCW. Its duration is as specified in Section 9. The organization, composition and nature of the KCFCA Administrative Board is as specified in Section 4. Its purposes are as described in Section 1. Its manner of financing and budgeting is as described in Section 7.. Its termination as described in Section 11. The method for disposing of property upon withdrawal or termination is set forth in Section 8.

14. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

15. NOTICES

Except as provided elsewhere in this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Section 4 with a copy of such notice provided to the Executive Director, if one has been appointed by the KCFCA Administrative Board. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

16. VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding

arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

17. ENTIRETY

This Agreement supersedes all previous inter-local agreements, if any, and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

18. SEVERABILITY

If any of the provisions of the Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. CLAIMS

- A. Any claim for damages made under Chapter 4.96 RCW shall be filed with the Chair of the KCFCA Administrative Board, or other Agent as identified pursuant to the KCFCA Bylaws.
- B. Upon receiving a claim for damages, or any other claim, a copy of the claim will be provided to each member agency.

20. EXECUTION AND FILING

The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Chair of the KCFCA Administrative Board who shall file an executed original of this Agreement with the Kitsap County Auditor. The Chair of the Administrative Board shall distribute duplicate conformed copies of the Agreement to each of the parties. Parties that sign on as members at a later date will provide original signature pages of this Agreement to Kitsap County Auditor for filing. The Chair of the Administrative Board shall distribute duplicate conformed copies of the signature pages filed later to each of the parties.

21. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Section 21.

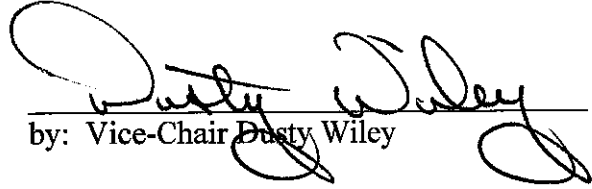
SOUTH KITSAP FIRE AND RESCUE

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

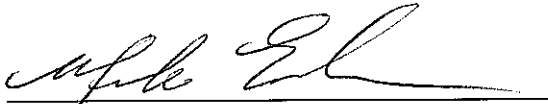
Executed this 23rd day of May, 2013.



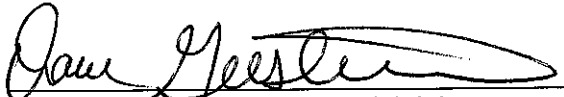
by: Chair Paul Golnik



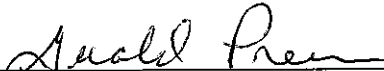
by: Vice-Chair Dusty Wiley



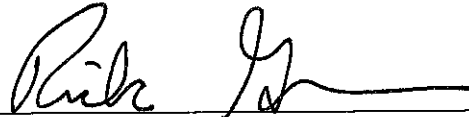
by: Commissioner Mike Eslava



by: Commissioner Dave Gelslechter



by: Commissioner Gerald Preuss



Attested by: Attorney/Secretary Rick Gross

**KITSAP COUNTY FIRE CHIEFS
SHARED STAFFING INTERLOCAL AGREEMENT**

This Agreement is entered into between the undersigned fire protection districts for the purpose of assisting supplemental short term staffing in the event that a Fire District is unable to meet their staffing requirements.

RECITALS

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each party to this agreement maintains and operates their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. Each party occasionally experiences circumstances that result in unpredicted and unanticipated inability to meet their staffing needs to maintain their established services level
4. The Parties believe that establishing a framework for the sharing of emergency response resources, including personnel, will be of direct benefit to the health and safety of the community and personnel

AGREEMENT

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

1. Scope of Agreement

1.1. General. The scope of this Agreement authorizes the fire chiefs to work cooperatively to allow for the signatory agencies to request and provide the resources necessary to maintain emergency response service levels. This agreement is limited to staffing levels and is exclusive to automatic aid agreements for response and/or backfill related to emergency incidents.

1.2. Definitions.

- 1.2.1. **Assisting Agency.** A party to this Agreement that requests emergency response resources from another party to the Agreement.
- 1.2.2. **Requesting Agency.** A party to this Agreement that provides emergency response resources from another party to the Agreement.
- 1.2.3. **Assigned Personnel.** An employee of an Assisting Agency assigned to staff a Requesting Agency's station(s)

1.2.4. **Emergency Response Resources.** The apparatus, personnel, and equipment that are assigned from the Assisting Agency to the Requesting Agency.

1.3. **Emergency Response Staffing Levels.** Each agency is responsible for making the determination to request emergency response staffing, including the establishment of their own emergency response service levels and internal processes for attempting to maintain their service level.

1.4. **Assisting Emergency Response Resource:** Each agency is responsible for determining if they are able to provide emergency response resources to a requesting agency. Each agency is responsible for determining their internal methods for selecting the assigned personnel and equipment. This agreement creates no requirement or obligation to provide emergency response resources.

1.5. **Request for Emergency Response Resources:** At such time that a requesting agency determines the need for Emergency Response Resources, they will notify the Fire Chief or designee of the assisting agency(s), of their choice. The request should include the type of apparatus/equipment needed, the qualification requirement of the assigned personnel, and the beginning and end time of the request.

1.6. **Emergency Response Resources:** Emergency Response Resources will be assigned to the requesting agency as a complete response ready apparatus, including the apparatus, equipment, supplies, and personnel (minimum of two). The Emergency Response Resources will be assigned to a requesting agency's fire station and have normal access and use of the facility.

1.7. **Emergency Response:** The emergency response resource will be moved up the appropriate station and will respond to emergency incidents as it would under existing automatic aid agreements, including the billing for patient transport. During emergency responses, the assigned emergency response resource will fall under the supervision of the requesting agency's incident management structure.

1.8. **Ancillary Duties:** The assigned personnel will participate in normal training, facilities maintenance, and shift activities as assigned by the requesting agency.

2. **Employment Status.**

2.1. **Supervision;** The requesting agency will be primarily responsible for supervising the assigned personnel during the assignment to the requesting agency's station. Provided, however, any corrective action or supervisory issues will be handled by the assisting agency based on the documentation provided by the requesting agency. If, at any time, the requesting agency determines that the assigned personnel are unfit to fulfill the emergency response requirement they will notify the assisting agency and request replacement or terminate the resource request.

2.2. **Compensation and Benefits:** The assigned personnel will remain employees of the assisting agency for the duration of the assignment, assigned to work at the

requesting agency's fire station, and shall not be considered employees of the requesting agency. The assisting agency will remain responsible for all compensation and benefits to their assigned staff consistent with their collective bargaining agreement, including administration of payment of all wages, and other forms of compensation and compliance with all rules and regulations governing reporting, payment, and withholding of federal and state taxes imposed, including but not limited to:

- Federal income tax withholding;
- State and local income tax withholding;
- Federal Insurance Contributions Act (FICA) and Medicare tax withholding, as well as the employer component of FICA and Medicare tax;
- Federal Unemployment Tax Act (FUTA) obligations, and
- Applicable state unemployment tax obligations;
- L&I premiums

3. Payment.

3.1. The requesting agency will be required to compensate the assisting agency for the direct costs of providing the emergency response resources. This will include compensation for the hours worked by the assigned personnel, including travel to time to/from the assigned station. Compensation for non-transport apparatus will be based on the current Fire Chief's rate. There will be no compensation for the use of transport capable apparatus, in Lieu of the assisting agency billing for patient transports. Compensation for equipment use/damage will be consistent with existing automatic aid agreements. The Assisting Agency shall remain responsible for all compensation paid to its Assigned Staff consistent with their collective bargaining agreement.

4. Term. This agreement shall be effective on execution and shall continue until terminated by either party with 30 days advance written notice.

5. Indemnification and Hold Harmless. Each party agrees to defend, indemnify, and hold harmless the other party 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 willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. 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. 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.

6. Insurance. Each party shall provide insurance coverage for its own operations, facilities, equipment and personnel. Each party shall furnish to the other party, appropriate documentation showing that such coverage is in effect.

7. Dispute Resolution.

7.1. 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.

7.2. 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 Kitsap County Superior Court, Kitsap 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. The prevailing party in the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.

7.3. 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 Kitsap County Superior Court. The court shall determine all questions of law and fact without empaneling 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.

7.4. 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.

8. Miscellaneous

8.1. Administration. This Agreement shall be administered by the Fire Chiefs of the parties.

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 8.9. Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 8.10. No Separate Entity. No separate or legal or administrative entity is created by this Agreement.**
- 8.11. Filing.** The parties shall file a certified copy of this Agreement with the Kitsap County Auditor or, alternatively, post the Agreement on each Party's website before the Agreement becomes effective, as required by RCW 39.34.040.

City of Bremerton:

Pat McGanney, Fire Chief

Bainbridge Island:



Hank Teran, Fire Chief

Central Kitsap Fire and Rescue:



John Oliver, Fire Chief

North Kitsap Fire and Rescue:



Dan Smith, Fire Chief

Poulsbo Fire Department:



Jim Gillard, Fire Chief

South Kitsap Fire and Rescue:



Jeff Faucett, Fire Chief

**AUTOMATIC AND MUTUAL AID
INTERLOCAL AGREEMENT
REGARDING
FIRE PROTECTION, EMERGENCY MEDICAL, AND OTHER SERVICES**

Summary for Recorder's Use (RCW 65.04.045):

1. **Reference Number** of documents being assigned or released: Not Applicable.
2. **Grantors:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire District 18;
 7. Kitsap County – Office of the Fire Marshal;
 8. Navy Region Northwest.
3. **Grantees:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire District 18;
 7. Kitsap County – Office of the Fire Marshal
 8. Navy Region Northwest;
 9. The Public.
4. **Summary Legal Description:** Not Applicable.
5. **Assessor's Property Tax Parcel Account Number(s):** Not Applicable.

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2010, among the following governmental entities, acting pursuant to the authority provided by Washington State's Interlocal Cooperation Act, Chapter 39.34 RCW: the **City of Bremerton Fire Department; North Kitsap Fire and Rescue; Central Kitsap Fire and Rescue; South Kitsap Fire and Rescue; Bainbridge Island Fire Department; Poulsbo Fire District 18; Kitsap County – Office of the Fire Marshal;** and pursuant to 42 USC 1856a: **Navy Region Northwest Fire & Emergency Services** (hereinafter also generically referred to collectively as "Fire Departments" or "Agencies", and singularly as "Fire Department" or "Agency"). With the exception of Navy Region Northwest, each Agency named herein constitutes a Washington State municipal corporation and enters this agreement under the authority of Chapter 39.34 RCW. Navy Region Northwest is an agency of the United States and enters this agreement under the authority of 42 USC 1856a. As a federal agency, Navy Region Northwest is excluded from the requirements of the RCW as set forth in this agreement. Washington State's Interlocal Cooperation Act 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.

Automatic and Mutual Aid Agreement
To Provide Fire Protection, Emergency Medical,
Prevention, and Other Service
May 4, 2010

This Agreement seeks to provide each Agency the benefits of mutual and automatic aid from the other Agencies concerning: fire protection; arson investigation; hazardous materials incident responses; emergency medical services; motor vehicle accidents; rehabilitation services; water rescues; and joint training for the protection of life and property.

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

1. Purpose. The purpose of this Agreement is to provide a means for the Fire Departments, under certain circumstances, to collaborate and combine their resources in the form of personnel and equipment to respond to incidents involving fire protection, arson investigation, hazardous materials incident responses, emergency medical services, motor vehicle accidents, rehabilitation services, water rescue and joint training for the protection of life and property.

2. Standard Delivery of Services. Upon request being made by a representative of an Agency ("requesting Agency") for any of the resources identified in "Appendix A", hereof from another Agency ("responding Agency"), resources will be dispatched from the responding Agency in accordance with the request, subject however to the response limitations set forth in section 3 hereof, to that location within the requesting Agency's usual service area as requested.

3. Responding Agency Dispatch Conditions. The dispatch of equipment and personnel by a responding Agency shall be subject to the following conditions:

A. Rendering of Aid Not Mandatory. The rendering of mutual and automatic assistance under this Agreement shall not be mandatory, but the Agency receiving a request to respond shall inform the requesting Agency as soon as reasonably possible, if for any reason the requested assistance will not be provided. The officer in charge of any fire department asked to respond to a request shall have the right to determine the ability and priority of providing mutual and automatic assistance under this Agreement should his/her fire department already be committed to an emergency within its jurisdiction or pursuant to other mutual and automatic aid agreements then in effect.

B. Information Accompanying Request / Use of ICS. Any request for aid hereunder shall include a statement of the number and type of equipment and personnel sought, and shall specify the location where the equipment and personnel are to be dispatched. Provided, however, under all circumstances, the number and type of equipment, and the number and type of personnel to be furnished, shall be determined by the responding Agency's representative.

Each Agency shall use the Incident Command System ("ICS") for all mutual and automatic responses, and shall establish and maintain dispatch run cards personal to that Agency at CenCom to reflect the response obligations established in this Agreement.

C. Reporting Requirements at Incident. The responding Agency shall report to the officer in charge of the requesting Agency at the location where the equipment and personnel is dispatched, and shall be subject to the orders of that official. Provided, however, the officer in charge of a responding Agency may, in the exercise of his/her best judgment and discretion, refuse to commit personnel, equipment, or both, to a position or task that he/she determines possesses the reasonable potential to unreasonably imperil such personnel and/or equipment.

D. Requesting Agency Incident Release. A responding Agency shall be released by the requesting Agency when: its services are no longer reasonably required; or when it must respond into its own service area.

E. Identification of Agency Services. The mutual assistance services each Agency agrees to provide pursuant to this Agreement are identified in "**Appendix A**", attached hereto, which by this reference is incorporated herein and made a part hereof.

F. Patient Transport Rates. Emergency medical patients requiring transport to a medical facility for continued medical care shall be billed for the transport services provided, by the Agency providing the transport, at the established rate of such transporting Agency.

4. Indemnification, Limitation of Liability, and Insurance. Each Agency shall, at all times, be solely and exclusively responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this Agreement. Each Agency's personnel shall be under the employment of its Fire Department for purposes of any injury, loss, claim, damage or liability arising out of or related to this Agreement. Each Agency further agrees to hold harmless, defend, and indemnify, the other Agencies and their personnel from all costs, expenses, losses, and damages, including cost of defense incurred as a result of any acts or omissions of the pertinent acting or non-acting Agency or its personnel relating to its performance or wrongful non-performance under this Agreement.

Each Agency shall provide to all other Agencies in the form of a Certificate of Coverage, proof of its insurance or self-insurance that provides good and adequate coverage for all its reasonably foreseeable activities hereunder.

The terms and limitations of indemnification, limitation of liability, insurance and/or proof of insurance by the Department of the Navy are controlled and limited by federal law. Nothing contained within this Mutual Aid and Interlocal Agreement shall act to modify in any way, any provision of applicable federal law as it applies to any activities taken pursuant to this agreement.

5. Meetings.

A. Annual Meeting. The Agencies shall jointly meet annually, in March, to review implementation of this Agreement and its terms, and how such implementation may be improved, and/or what Agreement changes should be made.

B. Meeting Delegates. The meeting delegate for each Agency shall be the Agency's Fire Chief, or his/her designee.

C. Additional Meetings. If the Board Chair and Vice-Chair (as hereinafter identified) or a majority of the Agencies' Fire Chief's determine additional meetings should be held regarding implementation of this Agreement, or changes hereto, they shall have the ability to schedule and hold such meetings so long as advance notice of at least five days of the date, time, place and purpose of the meeting is supplied to all Agency representatives. Each time a meeting is held, minutes thereof shall be taken and retained.

D. Meeting Quorum. In order to have a quorum at such meetings for a "legal" meeting to occur, representatives from at least a majority of the Fire Agencies shall be present.

E. Implementation Decisions / Changes to Agreement. A majority vote of duly authorized representatives at any meeting where a quorum is present may enter into any agreements regarding the implementation and/or administration of this Agreement from time to time; actual changes to the terms of this Agreement, however, must be agreed to by all Fire Agencies in writing.

F. Yearly Selection of Board Chair and Vice Chair. At the first meeting of Agency Representatives each year, by majority vote, they shall elect from their ranks a chairperson, and a vice-chair to act as chairperson in the event of the chairperson's absence, to conduct the meetings for that year. The chairperson shall also be responsible: for insuring appropriate minutes of each meeting are taken; for establishing each meeting's agenda; for insuring all records generated as a result of this association are retained in an organized and safe manner; and for insuring proper notice of meetings as set forth herein, or other pertinent information he/she receives relative to this Agreement, are sent to all Agencies. Such notices may be remitted by means of first class mail, fax, or e-mail. Each Agency shall insure it has on file with the Board chair and vice chair, its current address, fax number, and e-mail address for the receipt of notices.

6. Termination of Prior Agreements. This Agreement supersedes and replaces all prior agreements between the Agencies relating to or touching upon the matters contained herein.

7. Effectiveness / Termination. This Agreement shall be effective when fully executed by all Agencies who are signatory to this Agreement, and upon its filing with the Kitsap County Auditor as provided in RCW 39.34.040, and shall remain in effect until terminated by mutual consent of all Agencies. If an Agency or Agencies shall terminate its/their participation hereunder, nevertheless, this Agreement shall remain in effect as to those remaining Agencies.

8. Termination of An Agency's Participation. An Agency may terminate its participation under this Agreement by first providing written notice to all other Agencies of its intent to terminate its participation at least 120 days prior to the termination date set forth in its notice which termination date shall be the last day of a calendar month.

9. Financing. RCW 39.34.030(d) requires that the manner of financing joint undertakings relative to Interlocal Agreements be set forth. It is not anticipated, however, that joint financing of any undertakings will result in the implementation of this Agreement. Each Agency shall contribute its own personnel and equipment at its sole cost to all undertakings contemplated hereby. Nothing in this Agreement shall be construed as obligating any party to violate existing laws or regulations. All services provided by any Agency is subject to the constraints of available resources.

10. Complete Agreement. This Agreement constitutes the full and complete agreement of the Agencies 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 all Agencies.

11. Compensation. No responding Agency shall seek or be entitled to compensation for services rendered under this Agreement from any requesting Agency, except as provided in 44 CFR, Part 151, "REIMBURSEMENT FOR COST OF FIREFIGHTING ON FEDERAL PROPERTY".

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. Agreement to be filed with County Auditor: Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed with the Kitsap County Auditor as soon as reasonably practical after its execution.

IN WITNESS WHEREOF, the duly authorized representatives for each Agency have signed this Agreement to evidence their respective Agency's consent to all terms hereof:

APPENDIX A

BREMETON FIRE DEPARTMENT

Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), ladder truck, and personnel trained to IFSAC Firefighter I & II. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also included standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include extrication, medical aid, and/or potential fires.
Fire & Arson Investigation	Provide trained personnel in both fire and arson investigation.
Plan Review and Inspection	Provide trained personnel capable of reviewing plans submitted for new construction or permit applications, performing new construction, permit, existing occupancy or special process or use inspections.
Hazard Material Response	Provide trained personnel for decontamination. Provide adequate non-technical decontamination tools and equipment. Provide adequate spill absorbents from minor spills.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) transport.
Technical Rescue Services	Provide a limited number of personnel to participate in cooperative special rescue training in a cooperative technical rescue team operation.
Water Rescue	Respond to water rescue from land only; provide medical support as identified under Emergency Medical Services.
Chaplain and Critical Incident Stress Debriefing Services	Provide a Chaplain to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training shall be used to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.

Automatic and Mutual Aid Agreement
 To Provide Fire Protection, Emergency Medical,
 Prevention, and Other Service
 May 4, 2010

APPENDIX A

BAINBRIDGE ISLAND FIRE DEPARTMENT

Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), ladder truck, and personnel trained to NFPA 1001. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also include standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include extrication, medical aid, and/or potential fires.
Fire & Arson Investigation	Provide trained personnel in both fire and arson investigation.
Plan Review and Inspection	Provide trained personnel capable of reviewing plans submitted for new construction or permit applications, performing new construction, permit, existing occupancy or special process or use inspections.
Hazard Material Response	Provide trained personnel for decontamination. Provide adequate non-technical decontamination tools and equipment. Provide adequate spill absorbents for minor spills.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) transport.
Technical Rescue Services	Provide a limited number of personnel to participate in cooperative special rescue training in a cooperative technical rescue team operation.
Water Rescue	Respond to water rescue incidents from land and or water; provide surface water rescue, fire suppression, and medical support as identified under Emergency Medical Services.
Chaplain and Critical Incident Stress Debriefing Services	Provide a professional Counselor to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training shall be used to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.

Automatic and Mutual Aid Agreement
 To Provide Fire Protection, Emergency Medical,
 Prevention, and Other Service
 May 4, 2010

APPENDIX A**CENTRAL KITSAP FIRE & RESCUE**

Fire Suppression	Provide fire suppression services that include multiple engine(s) and brush engines, a 50' Tele-Squirt and multiple water tender(s). Staffing may consist of Career and/or Volunteer personnel who are trained to NFPA 1001 and/or IFSAC Firefighter I or higher. Such responses shall be for all types of fire situations as personnel are available.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include extrication, medical aid, fuel/product spillage and/or potential fires.
Fire / Arson Investigation	Provide a limited number of trained personnel and basic equipment for both fire and arson investigation.
Plan Review and Inspection	Provide a limited number of trained personnel and equipment to perform inspections of buildings and structures to insure post incident structural integrity.
Hazard Material Response	Provide adequate personnel, tools and equipment to assist in decontamination issues. Provide adequate spill absorbent materials for minor spills occurring on land and/or water.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care and transport.
Technical Rescue Services	Provide a limited number of personnel and materials to participate in cooperative specialized rescue training and response to specialized rescue team operations.
Water Rescue	Respond to water related rescues in inland waters as well as lakes, ponds, rivers and streams. Provide medical support as identified under Emergency Medical Services heading of this document.
Rehabilitation Services	Provide rehabilitation services through the utilization of volunteer staffed rehab units as personnel are available, supplies and equipment.
Chaplain and Critical Incident Stress Debriefing Services	Provide Chaplain services to assist fire department personnel, patients or family members with critical incident stress debriefings, spiritual support, and assistance.

APPENDIX A

Automatic and Mutual Aid Agreement
To Provide Fire Protection, Emergency Medical,
Prevention, and Other Service
May 4, 2010

CENTRAL KITSAP FIRE & RESCUE

PIO & Education	Provide personnel as available to support with PIO responsibilities at larger emergency scenes.
Training	Provide personnel, apparatus, supplies and technical support for joint training exercises. Develop and exercise skills, plans, procedures developed and sponsored by the Kitsap County TO.

APPENDIX A

KITSAP COUNTY FIRE DISTRICT #18 – POULSBO FIRE

<p>Fire Suppression</p>	<p>Provide fire suppression services that include the following equipment and personnel: fire engine(s), water tenders, and personnel trained to NFPA 1001 Firefighter I & II. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also included standby while other units are engaged in suppression activities.</p>
<p>Motor Vehicle Accidents</p>	<p>Respond to motor vehicle accidents to render assistance to include technician level rescue, medical aid, and/or potential fires.</p>
<p>Fire and Arson Investigation</p>	<p>Inter-local agreement with the Kitsap County Fire Marshalls Office for the provision of services.</p>
<p>Pans Review and Inspection</p>	<p>Provide trained personnel capable of reviewing plans submitted for new construction or permit applications, performing new construction, permit, existing occupancy or special process or use inspections.</p>
<p>Hazard Material Response</p>	<p>Provide operations level emergency response to include trained personnel for same. Includes basic decontamination and provide adequate non-technical decontamination of tools and equipment. Provide adequate spill absorbents for minor spills.</p>
<p>Emergency Medical Services</p>	<p>Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) transport.</p>
<p>Technical Rescue Services</p>	<p>Provide operations level of response for high and low angle rescue, confined space rescue, and structural collapse. Provide awareness level response to trench rescue incidents. Provide and participate with a limited number of personnel in cooperative technical rescue training with a cooperative technical rescue team operation. This team provides technician level of response and service.</p>
<p>Water Rescue</p>	<p>Respond to water rescue from a small boat. Provide operations level recreational boat fire suppression- personnel do not leave boat. Do not provide shipboard firefighting but will provide supportive functions from a shore based location. Provide medical support as identified under Emergency Medical Services.</p>

APPENDIX A

KITSAP COUNTY FIRE DISTRICT #18 – POULSBO FIRE

Chaplain and Critical Incident Stress Debriefing Services	Provide a Chaplain to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.
PIO & Education	Provide a trained PIO at major incident as personnel are available with corresponding press release(s).

APPENDIX A

NORTH KITSAP FIRE & RESCUE

Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), water tenders, and personnel trained to NFPA 1001 Firefighter I & II and NWCG Firefighter II (Wildland). Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also included standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include technician level rescue, medical aid, and/or potential fires.
Inspection	Provide trained personnel capable performing existing occupancy or special process or use inspections.
Hazard Material Response	Provide operations level emergency response to include trained personnel for same. Includes basic decontamination and provide adequate non-technical decontamination of tools and equipment. Provide adequate spill absorbents for minor spills.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) transport.
Technical Rescue Services	Provide operations level of response for high and low angle rescue, confined space rescue, and structural collapse. Provide awareness level response to trench rescue incidents. Provide and participate with a limited number of personnel in cooperative technical rescue training with a cooperative technical rescue team operation. This team provides technician level of response and service.
Water Rescue	Respond to water rescue incidents from land and or water; provide surface water rescue, fire suppression, and medical support as identified under Emergency Medical Services.
Chaplain and Critical Incident Stress Debriefing Services	Provide a Chaplain to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.
PIO & Education	Provide a trained PIO at major incident as personnel are available with corresponding press release(s).

APPENDIX A

SOUTH KITSAP FIRE & RESCUE

Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), water tenders, and personnel trained to NFPA 1001 or IFSAC Firefighter I & II. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also included standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include operations level rescue, medical aid, and/or potential fires.
Fire / Arson Investigation	Provide trained personnel in both fire and arson investigation.
Plan Review and Inspection	Provide trained personnel capable of reviewing plans submitted for new construction or permit applications, performing new construction, permit, existing occupancy or special process or use inspections.
Hazard Material Response	Provide operations level emergency response to include trained personnel for same. Includes basic decontamination and provide adequate non-technical decontamination of tools and equipment. Provide adequate spill absorbents for minor spills.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide emergency Advance Life Support (ALS) and Basic Life support (BLS) care. Provide emergency Advance Life Support (ALS) and Basic Life Support (BLS) transports.
Technical Rescue Services	Provide operations level of response for high and low angle rescue, confined space rescue, and structural collapse. Provide awareness level response to trench rescue incidents. Provide and participate with a limited number of personnel in cooperative technical rescue training with a cooperative technical rescue team operation. This team provides technician level of response and service.
Water Rescue	Respond to water rescue incidents from land and or water; provide surface water rescue, fire suppression, and medical support as identified under Emergency Medical Services.
Chaplain and Critical Incident Stress Debriefing Services	Provide a Chaplain to assist fire department personnel or incident patients with critical incident stress debriefings, spiritual support, and Red Cross assistance.
Training	Joint training to exercise skills, plans, and procedures developed by the Kitsap County Fire Chief's Training Officers.

Automatic and Mutual Aid Agreement
 To Provide Fire Protection, Emergency Medical,
 Prevention, and Other Service
 May 4, 2010

APPENDIX A

KITSAP COUNTY FIRE MARSHAL

Fire Suppression	No Service delivery.
Motor Vehicle Accidents	No Service delivery.
Fire / Arson Investigation	Provide trained personnel in both fire and arson investigation.
Plan Review and Inspection	Provide trained personnel capable of reviewing plans submitted for new construction or permit applications; performing new construction, permit, existing occupancy or special process or use inspections.
Hazard Material Response	No Service delivery.
Emergency Medical Services	No Service delivery.
Technical Rescue Services	No Service delivery.
Water Rescue	No Service delivery.
Rehabilitation Services	No Service delivery.
Chaplain and Critical Incident Stress Debriefing Services	No Service delivery.
PIO & Education	Provide personnel as available to support county-wide prevention and education programs.
Training	Provide and support training in fire and building codes and fire investigation.

Automatic and Mutual Aid Agreement
 To Provide Fire Protection, Emergency Medical,
 Prevention, and Other Service
 May 4, 2010

APPENDIX A

NAVY REGION NORTHWEST

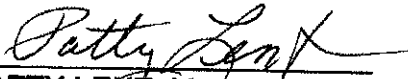
Fire Suppression	Provide fire suppression services that include the following equipment and personnel: fire engine(s), ladder truck(s), and personnel trained to IFSAC HazMat Incident Command and Fire Officer III. Such responses shall be for all types of fire situations, service calls and certain alarm activations. It may also include standby while other units are engaged in suppression activities.
Motor Vehicle Accidents	Respond to motor vehicle accidents to render assistance to include extrication, medical aid, and/or potential fires.
Fire / Arson Investigation	Provide trained personnel in fire investigation upon request.
Plan Review and Inspection	No Service
Hazard Material Response	Provide trained personnel that are IFSAC certified to HazMat Technician for HazMat incidents. Provide personnel and resources that are capable of mitigating HazMat releases and technical decontamination tools and equipment.
Emergency Medical Services	Provide staff and incident management support during emergency medical responses. Provide initial emergency Basic Life Support (BLS) care.
Technical Rescue Services	Provide a limited number of personnel to participate in cooperative special rescue training in a cooperative special rescue team operation.
Water Rescue	Respond to water rescue from land only; provide medical support as identified under NRNW EMS protocols.
Rehabilitation Services	No Service
Chaplain and Critical Incident Stress Debriefing Services	No Service

APPENDIX A

NAVY REGION NORTHWEST


PIO & Education	No Service
Training	Joint training shall be used to exercise skills, plans, and procedures as requested by the Kitsap County Fire Chief's Training Officers through NRNW Training Division.

CITY OF BREMERTON

by: 
PATTY LENT, Mayor

Date of Signing: 8-19-10

ATTESTED TO:

by: 
CAROL ETGEN, City Clerk

APPROVED AS TO FORM:

By: 
ROGER LOBOVICH, City Attorney

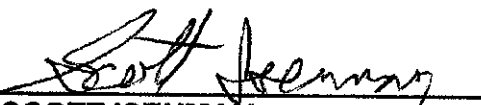
BAINBRIDGE ISLAND FIRE DEPARTMENT

by: 
DAVID COATSWORTH
Board Chair

Date of Signing: 7-7-10

by: _____
MAUREEN HALLIGAN
Commissioner

Date of Signing: _____

by: 
SCOTT ISEMAN
Commissioner

Date of Signing: 7-7-10

by: 
PAUL BANG-KNUDSEN
Commissioner

Date of Signing: 7-7-10

by: 
GLEN TYRRELL
Commissioner

Date of Signing: 07/07/10


Attest:

by: 
Hank Teran
District Secretary

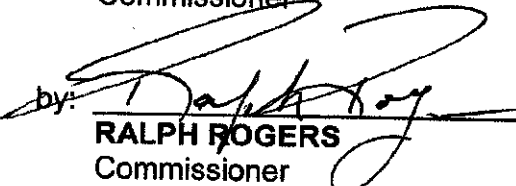
CENTRAL KITSAP FIRE & RESCUE

by: 
BOB MUHLEMAN
Board Chair

Date of Signing: 7/12/10

by: 
KEN ERICKSON
Commissioner


Date of Signing: 7/12/10

by: 
RALPH ROGERS
Commissioner

Date of Signing: 7/12/10

by: 
MICK MCKINLEY
Commissioner

Date of Signing: 7/12/10

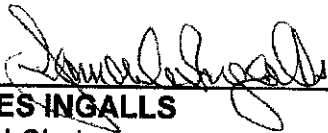
by: 
DAVE FERGUS
Commissioner

Date of Signing: 7-12-10

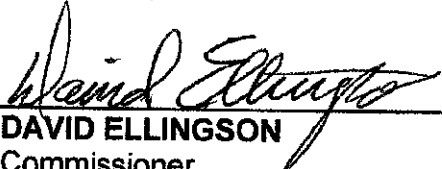
Attest:

by: 
RICHARD GROSS
District Secretary

POULSBO FIRE DEPARTMENT

by: 
JAMES INGALLS
Board Chair

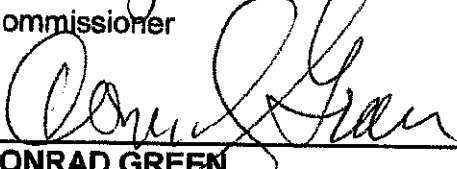
Date of Signing: 7-28-2010

by: 
DAVID ELLINGSON
Commissioner

Date of Signing: 7/28/10

by: 
DARRYL MILTON
Commissioner

Date of Signing: 7/28/2010

by: 
CONRAD GREEN
Commissioner

Date of Signing: 7/28/2010

by: 
MARTIN SULLIVAN
Commissioner

Date of Signing: 7/28/2010

Attest:

by: 
LISE ALKIRE
District Secretary

Automatic and Mutual Aid Agreement
To Provide Fire Protection, Emergency Medical,
Prevention, and Other Service
May 4, 2010

NORTH KITSAP FIRE & RESCUE

by: 
STEPHEN NEUPERT
Board Chair

Date of Signing: 6/14/2010

by: 
FERNANDO ESPINOSA
Commissioner


Date of Signing: 6/14/2010

by: 
WILSON STEWART
Commissioner

Date of Signing: 6/14/2010


by: 
GILLIAN GREGORY
Commissioner

Date of Signing: 6-14-2010

by: 
PATRICK PEARSON
Commissioner

Date of Signing: 6-14-2010

Attest:

by: 
CINDY MORAN
District Secretary

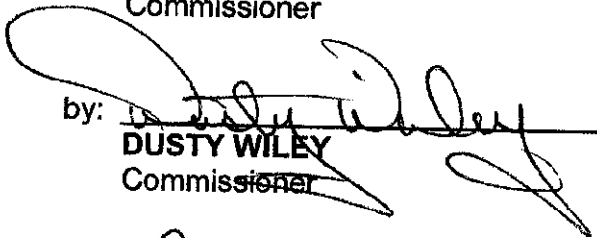
SOUTH KITSAP FIRE & RESCUE

by: 
GERALD PREUSS
Board Chair

Date of Signing: 7-8-10

by: 
DARLA HARTLEY
Commissioner

Date of Signing: 7/8/10

by: 
DUSTY WILEY
Commissioner

Date of Signing: 7-8-10

by: 
PAUL GOLNIK
Commissioner

Date of Signing: 7-8-10

by: 
DAVE GELSLEICHTER
Commissioner


Date of Signing: 07-08-10

Attest:


by: 
RICHARD GROSS
District Secretary

7/8/10

**NAVY REGION NORTHWEST, a Division of the United States
Government**

by: 
A. P. VERHOFSTADT, P. E.
Executive Director
Commander, Navy Region Northwest

Date of Signing: 6/21/2010

by: 
M. J. OLSON, CAPTAIN
Commanding Officer Naval Base Kitsap

Date of Signing: 6/16/10

Address: 1100 Hunley RD
Silverdale, WA 98315

Contact Telephone Number(s): Support Agreement Management Office (360) 396-1935

Automatic and Mutual Aid Agreement
To Provide Fire Protection, Emergency Medical,
Prevention, and Other Service
May 4, 2010

KITSAP COUNTY

by: *J. W. Brown*
JOSH BROWN, Chair

Date of Signing: 9/27/10

by: *Charlotte Garrido*
CHARLOTTE GARRIDO, Commissioner

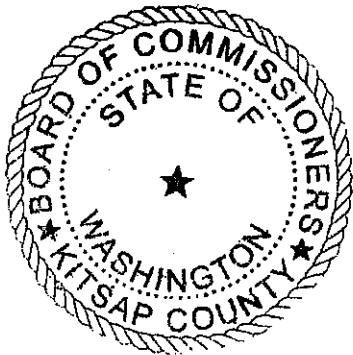
Date of Signing: 9/27/10

by: *Steve Bauer*
STEVE BAUER, Commissioner

Date of Signing: 9/27/10

ATTESTED TO:

by: *Opal Robertson for*
OPAL ROBERTSON, Clerk to the Board



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 SBCA 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

Kitsap County Fire Training Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as "Agency" or "Agencies."

RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Agencies currently each maintain and operate their own fire departments to provide emergency responder services, including fire protection, fire suppression, and emergency medical services and non-emergent medical care in their respective areas.
3. It is recognized that the Agencies have staff that are performing similar tasks, on a daily basis, and that have varied talents, skills, and expertise; and by allowing the staff to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level and efficiency of training.
4. The Agencies desire to provide training at the highest possible level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources.
5. The Agencies have concluded that collaboration based on equal participation would provide the highest level of training with the least duplication and cost and allow for the completion of functions not possible within current funding.
6. The Kitsap County Fire Training Consortium has adopted the following Mission and Vision Statements:
 - a. **Mission:** Develop and deliver superior training to improve performance and safety.
 - b. **Vision:** Unify and enhance regional training that improves operational consistency, implements industry best practices and promotes a shared culture of excellence.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to maintain a Training Consortium to enable joint training activities and operations. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.

2. Governing Structure of Training Consortium

2.1. Administrative Board.

- (a)** The Administrative Board shall be composed of the Fire Chief or Administrator of each Agency to this Agreement. The Administrative Board shall be responsible for:
 - (i)** Overseeing administration of the fiscal arrangements as set forth in this Agreement (“Fiscal Agent”);
 - (ii)** Directing, guiding and overseeing the actions of the Operations Board;
 - (iii)** Implementing the recommendations of the Training Chief;
 - (iv)** Communicating with the governing bodies of the Agencies to this Agreement; and
 - (v)** Reviewing and approving all expense vouchers.

- (b)** The Administrative Board shall meet every other month. Members of the Administrative Board shall elect by majority vote a Chief to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term, which may be renewed by a majority vote. The Chair shall have responsibility to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Chief shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency’s funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

2.2. Operations Advisory Team “OAT”

- (a)** The OAT shall be composed of the Training Consortium’s Training Chief and the operations chiefs from each Agency to this Agreement. The OAT shall be responsible for:
 - (i)** Consulting and communicating with the Training Chief on matters involving Agency operations.
 - (ii)** Work with the Training Chief to establish consistency in Agency operations.
 - (iii)** Work with the Training Chief to ensure the training curriculum is consistent with Agency operations.
 - (iv)** A designee from the Operations Chiefs in each of north zone (BIFD, NKFR, PFD) and south zone (BFD, CKFR, SKFR), as selected by the Administrative Board, shall report directly to the Board.

2.3. Training Consortium Chief.

- (a)** The Training Consortium Chief “Training Chief” shall be appointed by the Administrative Board, selected from one of the agencies of the Training Consortium. The appointment will be for a period of three years. This term may be amended by a majority vote of the administrative board. The Training Chief shall be responsible for:
 - (i)** Recommending annual goals and objectives to the Administrative Board;
 - (ii)** Developing common operating guidelines for all Agencies;
 - (iii)** Developing common training programs, processes, and instructional materials for all Agencies
 - (iv)** Developing common training calendars for all Agencies;
 - (v)** Performing such other tasks as directed by the Administrative Board.
 - (vi)** Developing an annual Budget for the Training Consortium.
 - (vii)** Managing the Training Consortium on a day-to-day basis.

2.4. Firefighter Training Advisory Team “FTAT”

- (a)** The FTAT shall be composed of uniformed staff participating in the Training Consortium as appointed by the Training Chief and each agency in a manner that insures each Agency is adequately represented. The FTAT shall be responsible for:
 - (i)** Providing feedback and input to the Training Chief regarding the content of the training provided.
 - (ii)** Coordinating communications between the Training Chief and the employees receiving training from the Training Consortium

3. Joint Decision Making

- 3.1.** This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this Agreement will allow for joint decision-making by the Administrative Board to modify command structures or organizational responsibilities relating to training within the Training Consortium.
- 3.2.** Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Joint decisions shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chief’s vote via email prior to the meeting or by providing a written proxy to another Chief attending the meeting.

4. Fiscal Arrangements

- 4.1. The Administrative Board shall determine which participating Agency shall be the entity that manages the finances of the Training Consortium. The appointed Agency "Fiscal Agent" shall be responsible for managing the finances of the Training Consortium as part of that Agency's annual budget. The Agency appointed as Fiscal Agent agrees to manage the Consortium's budget in compliance with the Washington State Budget, Accounting and Reporting Schedule (BARS). All fiscal documents shall be maintained in accordance with the Washington State Local Government Common Records Retention Schedule (CORE) and made available to any participating agency upon request.
- 4.2. On or about August 1st of each year, the Administrative Board shall approve an annual budget for the Training Consortium's operations that identifies each Agency's personnel and financial responsibilities for the following year. The financial responsibilities will be based on a cost per member as identified by the following components:
- (a) **Training Officer Cost.** The cost of a Training Officer shall be based on the actual salary of each Agency's contributed positions.
 - (b) **Administrative Costs.** The amount shall cover the Fiscal Agent's administrative costs in managing the Training Consortium, including funds to reimburse the agency providing the Training Chief, necessary administrative support staff and other civilian positions as approved by the board.
 - (c) **Supplies and Maintenance Costs.** The amount shall cover the Fiscal Agent's costs in purchasing consumable supplies, professional services and other expenses associated with the delivery of Training.
 - (d) **Facilities Costs.** The amount shall cover the Kitsap County Fire Training Consortium facility lease and related expenses, as well as costs associated with the use of Training facilities.
 - (e) **Cost Per Uniformed Member.**
$$\text{FTE Cost} + \text{Administrative Costs} + \text{Supplies and Maintenance Costs} + \text{Facility Costs} / \text{Total number of uniformed members having the rank of Battalion Chief or below} = \text{Cost per Uniformed Member}.$$
 However, this cost may be adjusted as needed by the Administrative Board.
 - (f) **Annual Agency Cost.** The Annual Agency Cost shall be based upon the agency's number of uniformed members having the rank of Battalion Chief or below for the budget cycle.
 - (g) The Annual Agency Cost may be satisfied by contributions of personnel (at the FTE value established above), cash, use of training facilities or other services as approved by the Administrative Board.
 - (h) Member agencies may choose to request additional services from the training consortium other than those provided for their uniformed staff. These services may include training events for volunteers or use of the Learning Management System (LMS) for civilians. These additional services shall be provided at the discretion of the Training Chief and with the approval of the Administrative Board. The Training Chief will establish a fee for service that ensures the training is cost neutral for the consortium.

- 4.3. In the event the Administrative Board determines, during the course of the year, that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency.
- 4.4. In the event an Agency satisfies its Annual Agency Cost with a cash payment, the full value of such cash payment shall be made to the Fiscal Agent on or before February 1st of each year. In the event an Agency that provides personnel or equipment is entitled to receive a cash payment in return, the Training Consortium shall make such cash payment to the Agency on or before February 1st of each year.
5. **Resources:** This Agreement allows for the collaborative acquisition, use, and management of property and equipment, (“Resources”). Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$1,000.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency. Ownership of Resources shall remain with the Agency that purchases or provides the Resource. Jointly owned resources, if any, may be purchased pursuant to a separate agreement by the Agencies, and shall be listed in a schedule of joint resources “Joint Resources” that shall be maintained by the Fiscal Agent. The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:
 - 5.1. The ownership of Joint Resources acquired after the execution of this agreement shall be documented on the schedule of Joint Resources maintained by the Fiscal Agent. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources “Ownership Share.”
 - 5.2. If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.
 - 5.3. In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources as determined in the sole reasonable discretion of the Administrative Board.
6. **Personnel.** Each Agency shall cooperate with the Administrative Board and shall allow its employees and volunteers (“Training Personnel”) to perform the functions as assigned by the Training Chief exercising authority under this Agreement.
 - 6.1. The Training Chief shall have the authority to determine the working location and conditions for Training Personnel when assigned to the Training Division. Through the joint decision-making process as defined herein, the Agencies may be asked to fill positions or roles not currently staffed within any of the Agencies. Such assignments, if they do not create additional financial responsibilities or litigation impacts for an Agency, shall be controlled by the Administrative Board and shall not require further approval by any Agency.
 - 6.2. Each Agency shall remain as the employer of its own Training Personnel and shall be responsible for establishing and paying Training Personnel compensation and benefits.
 - 6.3. It is understood by the Agencies that the services provided by Training Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by

that Agency.

- 6.4. The Administrative Board shall establish the chain of command for Training Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Training Personnel shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Training Personnel, but such guidance shall be optional and nonbinding on the Agency seeking guidance.
- 6.5. Training Personnel filling a shared functional position will be provided an explanation of roles, responsibilities, duties and expectations of the shared position prepared by the Training Chief.
- 6.6. To the extent this Agreement would result in any personnel changes that affect the wages, benefits or working conditions of any represented employees, the Training Chief shall assist the governing body of the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.

7. Training Consortium Chief

- 7.1. The agency that employs the Training Chief that is appointed by the Administrative Board agrees to staff the Training Consortium Chief position. The agencies intend that the best candidate will be selected by the Administrative Board to serve as the Training Consortium Chief as contemplated by this Agreement. In recognition of this understanding the parties agree to work cooperatively in accordance with the following provisions to assist the Agency that employs the Training Chief in maintaining and rotating this position within the Training Consortium Agencies.
 - (a) The agency that employs the Training Chief will remain the employer of the Training Chief. Accordingly, that Agency shall be solely responsible for all matters related to the Training Chief's human resource management, performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline. The Administrative Board will also provide feedback concerning the performance of the said Training Chief to the Agency that is the employer of the Training Chief.

8. Insurance

- 8.1. The Agencies shall each provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 for each occurrence. Each Agency shall provide the Consortium with a Certificate of Liability Insurance or Evidence of Coverage, which the Fiscal Agent shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

9. Indemnification

- 9.1. Each Agency shall 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. Provided, however, each Agency, by executing this Agreement hereby expressly appoints the Consortium Training Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification or hold harmless agreements or releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations.

9.2. To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions 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.

9.3. Nothing herein shall be interpreted to:

(a) 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, with respect 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.

(b) 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 omission 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.

(c) 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, fine or sanction 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.

10. Dispute Resolution.

10.1. Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.

10.2. If the parties are unable to resolve the dispute through negotiation, any 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 shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

- 10.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Kitsap County Superior Court, Kitsap County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator 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.
- 10.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any 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.

11. Term of Agreement

- 11.1.** In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give one-year advance written notice to the other Agencies. The written notice shall specify the provision to be negotiated, the requested change and the reasons therefore. Such requests to renegotiate shall not be considered a notice of termination.
- 11.2.** This agreement shall be effective on January 1, 2021 and shall continue for a term of three (3) years.

12. Termination/Withdrawal

- 12.1.** Any Agency may withdraw from this Agreement and end its participation in the Consortium at the end of any calendar year by filing a notice of termination with the Administrative Board. However, any Agency withdrawing from this Agreement shall provide its notice of termination no later than August 31st of the year prior to the Agency's withdrawal. Any Agency that provides notice of termination after August 31st shall be required to fully contribute its portion of the Consortium funding for the following calendar year, regardless if the Agency participates in Consortium activities. In the event an Agency terminates its participation under this paragraph but the remaining Agencies continue the Agreement, the Agency that terminated its participation shall be considered a withdrawing Agency that is not entitled to any refund of its prior contributions, but it shall be entitled to reimbursement of its depreciated share of any Jointly Owned Resource and return of any equipment or property owned by the Agency and used by the Consortium under this agreement.
- 12.2.** This agreement may be terminated by consensus of a majority of the Agencies, effective the end of any calendar year, upon giving written notice thereof to the other Agencies by August 31st of the preceding year. In the event of a termination under this paragraph any Joint Resources shall be allocated among the parties in the manner specified in Section 5.

12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

13. Additional Agencies.

13.1. Additional Agencies may join the Kitsap County Fire Training Consortium when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

13.2. The Administrative Board may authorize one year "Associate Agency" Interlocal Agreements with municipal corporations for one-year trial participation in the Kitsap County Fire Training Consortium. Such Associate Agencies shall be required to agree to the indemnification, insurance and personnel provisions of this Agreement and to contribute financially in accordance with the financial terms in Paragraph 4 but shall have no interest in joint resources and no administrative or decision-making authority.

14. Miscellaneous

14.1. Notices. 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 via the United States Postal Service 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.

14.2. Benefits. This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14.3. Severability. If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

14.4. Amendments. This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Training Consortium are not impaired.

14.5. Agreement To Be Filed With County Auditor or Published On Web Site. Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed by the Parties with the Kitsap County Auditor as soon as reasonably practical after its execution, or in the alternative, listed according to subject by each Party on its web site or other

electronically retrievable public source. Thereafter, each Party shall notify the other of the method by which it published this Agreement (by either recording it or listing it on its web site) and provide to the other all pertinent information relating thereto.

14. Execution.

14.6. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

[The remainder of this page is left blank intentionally]

[The following pages are the signature pages]



BY: _____
HANK TERAN
Fire Chief

[signatures continued on following pages]

BREMERTON FIRE DEPARTMENT, KITSAP COUNTY, WASHINGTON

Greg Wheeler Digitally signed by Greg Wheeler
Date: 2021.04.23 15:30:28 -07'00'

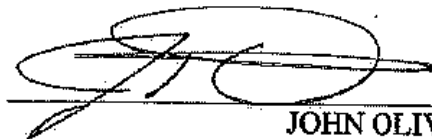
BY: _____
Greg Wheeler
Mayor

BY:  _____
PATRICK McGANNEY
Fire Chief

[signatures continued on following pages]

CENTRAL KITSAP FIRE AND RESCUE, KITSAP COUNTY, WASHINGTON

BY:

A handwritten signature in black ink, appearing to be 'JO', written over a horizontal line.

JOHN OLIVER
Fire Chief

[signatures continued on following pages]

NORTH KITSAP FIRE AND RESCUE, KITSAP COUNTY, WASHINGTON

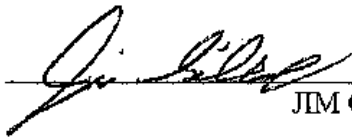
BY: _____



W. DAN SMITH
Fire Chief

[signatures continued on following pages]

POULSBO FIRE DEPARTMENT, KITSAP COUNTY, WASHINGTON

BY:  _____
JIM GILLARD
Fire Chief

[signatures continued on following pages]

SOUTH KITSAP FIRE AND RESCUE, KITSAP COUNTY, WASHINGTON

BY:  _____
Jeff Faucett
Fire Chief

Name and Mailing Address

Central Kitsap Fire & Rescue

5300 NW Newberry Hill Rd

Silverdale, WA 98383

CENTRAL KITSAP FIRE & RESCUE

201711270055

Agreement Rec Fee: \$ 88.00

11/27/2017 08:08 AM

Dolores Gilmore, Kitsap Co Auditor

Page: 1 of 15



The Recorder is required to use only the information you provide on this cover sheet to index the document.

Type or print legibly.

Document Title(s): Technical Rescue Mutual Aid Interlocal Agreement

Auditor's File Number of Document (s) Referenced: N/A

Grantor(s) person(s) that conveys, sells or grants interest in property: Bremerton Fire Department; North Kitsap Fire & Rescue; Central Kitsap Fire & Rescue; South Kitsap Fire & Rescue; Bainbridge Island Fire Department; Poulsbo Fire Department.

Grantee(s) person that buys, receives or to whom conveyance of property is made: Bremerton Fire Department; North Kitsap Fire & Rescue; Central Kitsap Fire & Rescue; South Kitsap Fire & Rescue; Bainbridge Island Fire & Rescue; Poulsbo Fire Department; Navy Region Northwest; The Public.

Abbreviated Legal Description:

- Quarter, Quarter, Section, Township, Range (and Government lot # if applicable); **OR**
- Plat/Condo Name, lot or unit number, building or block number; **OR**
- Short Plat, Large Lot number, lot number **and** auditor file number

N/A

Assessor's 14 digit Tax Parcel Number: N/A

State of Washington }
County of Kitsap } SS

I certify this is a true and correct copy of a document in possession of the Kitsap County Auditor as of this 27th day of November, 2017. Witness my hand and official seal.
Dolores Gilmore, Kitsap County Auditor

By Deputy: _____



04/25/14

**TECHNICAL RESCUE MUTUAL AID
INTERLOCAL AGREEMENT**

Summary for Recorder's Use (RCW 65.04.045):

1. **Reference Number** of documents being assigned or released: Not Applicable.
2. **Grantors:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire Department;
3. **Grantees:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire Department;
 7. Navy Region Northwest;
 8. The Public.
4. **Summary Legal Description:** Not Applicable.
5. **Assessor's Property Tax Parcel Account Number(s):** Not Applicable.

14 THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the day of November, 2017, among the following governmental entities, acting pursuant to the authority provided by Washington State's Interlocal Cooperative Act, Chapter 39.34 RCW: the City of Bremerton Fire Department; North Kitsap Fire and Rescue; Central Kitsap Fire and Rescue; South Kitsap Fire and Rescue; Bainbridge Island Fire Department; Poulsbo Fire District 18; (hereinafter also generically referred to collectively as "Fire Departments" or "Member Agencies", and singularly as "Fire Department" or "Member Agency"). Each Member Agency named herein constitutes a Washington State municipal corporation. All Member Agencies are "Public Agencies" as defined in RCW 39.34.020(1).

Washington State's Interlocal Cooperative Act 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.

This Agreement seeks to provide each Member Agency the benefits of mutual and automatic aid from the other Member Agencies in responding to incidents that require technical rescue skills to the end that each Member Agency's citizens may be provided with combined Member Agency expertise in such matters.

NOW, THEREFORE, in consideration of the foregoing recitals, and the promises and covenants of the Member Agencies, they agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide a means for the Member Agencies, under certain circumstances, to collaborate and combine their technical rescue resources mutually and reciprocally in the form of personnel and equipment to respond to incidents within a Member Agency's service area that involve rescues requiring technical skills, such as: trench rescue; confined space rescue; rope rescue; structural collapse rescue; and other rescue situations, for which personnel have been specially trained.

Nothing in this Agreement is intended to override or replace in any fashion the power and authority of the Kitsap County Sheriff's Office with respect to search and rescue activities described in RCW 38.52.400. Similarly, the Member Agencies recognize the authority of the Kitsap County Sheriff's Office with respect to water rescue and the regulation of watercraft.

2. **Technical Rescue Personnel.** Technical rescue personnel are defined as those individuals assigned by Member Agencies to train and respond, as part of a consolidated response effort, to rescue incidents identified herein within the Member Agency service areas.
3. **Lead Agency.** Central Kitsap Fire & Rescue ("CKFR") shall serve as the Lead Agency in administering this Agreement. It shall assess an annual maintenance fee (which fee shall be determined yearly by the KCFCA Executive Board as hereinafter set forth) equally among the Member Agencies to pay for all costs incurred in implementing this Agreement, including but not limited to expenses covering joint training exercises, materials, supplies, and equipment used by the rescue team(s). It shall maintain these funds in a segregated "Technical Rescue Mutual Aid Account" and shall maintain an itemized accounting of all monies deposited into this account and all monies paid from it. The Lead Agency agrees not to charge an administrative fee and shall retain the right to bill for incurred cost for the services it provides under this Agreement. CKFR may be replaced as the Lead Agency by the KCFCA Executive Board as hereinafter set forth.
4. **Effectiveness / Termination.** This Agreement shall be effective when fully executed by all Member Agencies who are listed as signatory hereto and upon its filing with the Kitsap County Auditor as provided in RCW 39.34.040, and shall remain in effect on a year-to-year basis until terminated by the mutual written consent of all

Member Agencies. If a Member Agency or Agencies terminates its/their participation hereunder, nevertheless, this Agreement shall remain in effect as to those remaining Member Agencies.

5. **Termination of a Member Agency's Participation.** A Member Agency may terminate its participation under this Agreement by first providing 30 days advance written notice to the Lead Agency of its intent to terminate its participation hereunder as of a date certain set forth in its notice, which date certain shall be the last day of a calendar month. Provided, however, before a Member Agency may terminate its participation hereunder, it must first pay all its obligations due hereunder to the date of termination. If a Member Agency terminates its participation prior to the end of a calendar year, that portion of its maintenance fee paid for that year that has not yet been utilized to pay expenses in the implementation of this Agreement, as determined by the Lead Agency, shall be returned to it within 60 days of its termination date.

6. **Operational Guidance – Kitsap County Operations Chiefs.**
 - A. **Operations Board / Duties.** The Kitsap County Operations Chiefs, a Division of the Kitsap County Fire Chiefs Association ("KCFCA"), shall serve as an Operations Board, responsible for operational guidance and issues involved in the implementation of this Agreement.

 - B. **Meetings.** The Operations Board shall meet at those times as it shall determine so the terms of this Agreement may be effectively implemented.

 - C. **Duties / Admittance of New Member Agencies / Member Agency Support.** The Operations Board shall review, make changes to as deemed necessary, and approve, the annual budget presented to it by the Lead Agency. The Operations Board may also establish (and disband) committees, as it deems appropriate from time to time, and provide any other guidance to the Lead Agency and/or Member Agencies reasonably required to adequately administer and implement this Agreement, including the ability to allow additional governmental entities to become a Member Agency to this Agreement upon its agreeing to all terms hereof. Any governmental agency admitted as a new Member Agency hereunder shall sign an agreement under which it agrees to be bound by all terms of this Agreement. Admittance of the governmental agency as a Member Agency hereunder shall then occur when the Operations Board approves the same.

Each Member Agency shall provide ongoing support to the goals of this Agreement by providing knowledgeable representatives to attend scheduled committee meetings and perform assigned committee work in a timely fashion.

7. **Responsibility for Day-to-Day Operations / Policy Board.** This agreement does not establish a separate legal entity. The Lead Agency shall be the administrative authority charged with managing the day-to-day operations conducted pursuant to this Agreement. The KCFCA Executive Board shall serve as Policy Board under this Agreement. The Policy Board shall be responsible for formulating goals, policy, procedures, establishing annual budgets, and acquiring, holding, and disposing of any real or personal property purchased to implement this Agreement. In performing its duties hereunder, the Policy Board shall meet at least annually, and more frequently as it shall determine. The Policy Board shall determine the annual maintenance fee charged to each Member Agency.
8. **Agency Dues and Maintenance.** Each Member Agency agrees to remit its annual maintenance fee to the Lead Agency within sixty (60) days after receipt of such billing. Initially the annual maintenance fee charged to each Member Agency shall be \$2,500.00, and shall be due during the second quarter of each year. The Policy Board, with cause, shall also have the right at any time to replace CKFR as the Lead Agency with another Member Agency who shall then assume the duties placed upon the Lead Agency hereunder.
9. **Governing Authority.** The Agreement seeks to set forth the authority of the three entities in charge of providing guidance, administration, and decisions under this Agreement, to wit: the Kitsap County Fire Chief's Executive Board ("Policy Board"); the Kitsap County Operations Chiefs; and the Lead Agency. In the event a dispute shall ever arise as to which of these three entities is answerable to whom, or what authority one of them possesses, all said disputes shall be resolved by the Kitsap County Fire Chief's Executive Board ("Policy Board").
10. **Member Agency Duties.** On a continual basis, each Member Agency agrees to provide a minimum of three personnel qualified to, or who will become qualified to, the technician level in the rescue disciplines of trench rescue, rope rescue, confined space rescue, and structural collapse rescue. At a minimum, all qualifications shall be based on, and maintained, in accordance with NFPA 1006 entitled, "Rescue Technician Professional Qualifications" (most current edition). Agencies that do not maintain the minimum of three qualified and participating members will be invoiced for team responses.
11. **Standard Delivery of Services.** Upon request being made by a representative of a Member Agency ("requesting Member Agency") for any of the resources identified in section 1 hereof from another Member Agency ("responding Member Agency"), resources will be dispatched from the responding Member Agency in accordance with the request, subject however to the response limitations set forth herein, to that location within the requesting Member Agency's service area as requested.

12. **Responding Agency Dispatch Conditions.** The dispatch of equipment and personnel by a responding Member Agency shall be subject to the following conditions:

- A. **Rendering of Aid Not Mandatory.** The rendering of assistance under this Agreement shall not be mandatory, but the Member Agency receiving a request to respond shall inform the requesting Member Agency as soon as reasonably possible, if for any reason the requested assistance will not be provided. The officer in charge of a responding Member Agency shall have the right to determine the ability and priority of providing assistance under this Agreement should his/her Fire Department already be committed to an emergency within its service area requiring the said resources and/or personnel requested by the requesting Member Agency.
- B. **Information Accompanying Request / Use of ICS.** Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel sought, and shall specify the location where the equipment and personnel are to be dispatched. Provided, however, under all circumstances, the amount and type of equipment, and the number and type of personnel to be furnished, shall be determined by the responding Member Agency's representative.

Each Member Agency shall use the Incident Command System ("ICS") for all mutual and automatic responses, and shall establish and maintain dispatch run cards personal to that Member Agency at Kitsap 911 to reflect the response obligations established in this Agreement.

- C. **Reporting Requirements at Incident.** The responding Member Agency shall report to the officer in charge of the requesting Member Agency at the location where the equipment and personnel are dispatched, and shall be subject to the orders of that official. Provided, however, the officer in charge of a responding Member Agency may, in the exercise of his/her best judgment and discretion, refuse to commit personnel, equipment, or both, to a position or task that he/she determines possesses the reasonable potential to unreasonably imperil his/her Fire Department's personnel and/or equipment.
- D. **Requesting Agency Incident Release.** A responding Member Agency shall be released by the requesting Member Agency when: its services are no longer reasonably required; or when the responding Member Agency must respond into its own service area.

- E. **Patient Transport Rates.** Emergency medical patients requiring transport to a medical facility for continued medical care shall be billed for the transport services provided, by the Member Agency providing the transport, at the established rate of such transporting Member Agency.

13. **State or Federal Mobilization.** The Kitsap County Technical Rescue Team may be requested to deploy on a State or Federal incident.

- a. The Team will deploy only if each of the responding members' respective Fire Chief or designee approves the response.
- b. Member agencies may seek reimbursement for mobilization hours from the appropriate State and Federal entities for wages, backfill, and/or apparatus from their own agency.
- c. Agencies' employees will maintain and provide upon return, the official documentation required by state or federal agencies in order to apply for the reimbursement of expenditures for mobilization.
- d. Equipment reimbursements applicable to the Team will go back into the Team account for repair, replacement, or replenishment of utilized equipment and/or materials.

14. **Technical Rescue Services Provided to Non-Member Agencies.** Once this Agreement is in effect, and the Member Agencies are providing technical rescue response to one another, they may begin providing technical rescue services to non-member municipal agencies. Provided, however, such services shall only be provided, and technical rescue personnel deployed, to such municipal agencies having an agreement in effect with the Lead Agency for such services, except as hereinafter permitted. Non-member municipal agencies shall be charged reasonable fees and charges in accordance with the most current schedule of charges adopted by the Washington Fire Chiefs Association for such rescue services. All funds received for services rendered to non-member agencies shall be paid to the Member Agency(s) performing the said services. Each Member Agency shall determine its willingness and level of commitment to make its equipment and personnel available to a non-member municipal agency.

Each Member Agency also reserves the right to enter into a separate technical rescue agreement with a non-member agency so long as its services provided to such non-member agency do not take precedence over the exchange of services and equipment among Member Agencies provided herein.

15. **Indemnification, Limitation of Liability, and Insurance.** Each Member Agency shall, at all times, be solely and exclusively responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this

Agreement. Each Member Agency's personnel shall be under the employment of its Fire Department for purposes of any injury, loss, claim, damage or liability arising out of or related to this Agreement. Each Member Agency further agrees to hold harmless, defend, and indemnify, the other Member Agencies and their personnel from all costs, expenses, losses, and damages, including cost of defense incurred as a result of any acts or omissions of the pertinent acting or non-acting Member Agency or its personnel relating to its performance or wrongful non-performance under this Agreement.

Each Member Agency shall provide to all other Agencies, information regarding its personal injury, property damage, and other insurance pertinent to this Agreement, in the form of a Certificate of Coverage, that demonstrates good and adequate coverage for all its reasonably foreseeable activities hereunder.

16. **Termination of Prior Agreements.** This Agreement supersedes and replaces all prior agreements between the Member Agencies relating to or touching upon the matters contained herein.
17. **Complete Agreement.** This Agreement constitutes the full and complete agreement of the Member Agencies 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 all Member Agencies.
18. **Compensation.** No responding Agency shall seek or be entitled to compensation for services rendered under this Agreement from any requesting Member Agency, except as provided in 44 CFR, Part 151, "REIMBURSEMENT FOR COST OF FIREFIGHTING ON FEDERAL PROPERTY". As hereinbefore set forth, however, Member Agencies providing rescue services to non-member agencies shall be entitled to compensation for their services from such non-member agencies as herein set forth.
19. **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.
20. **Agreement to be Filed with County Auditor.** Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed by the Lead Agency with the Kitsap County Auditor as soon as reasonably practical after its execution. Thereafter, conformed copies, as to the date of filing and file number, shall be supplied by the Lead Agency to each Member Agency.

IN WITNESS WHEREOF, the duly authorized representatives for each Agency have signed this Agreement to evidence their respective Agency's consent to all terms hereo:

(Signing Agency signatures on subsequent pages)

CENTRAL KITSAP FIRE & RESCUE

By: _____
DICK WEST
Board Chair

Date of Signing: _____

By: 

BOB MUHLEMAN
Board Vice Chair

Date of Signing: 9 OCT 17

By: 

KEN ERICKSON
Commissioner

Date of Signing: 9 OCT 2017

By: 

NATE ANDREWS
Commissioner

Date of Signing: 9 Oct 2017

By: 

GUY EARLE
Commissioner

Date of Signing: 9 OCT 2017

ATTEST:

By: 

District Secretary

Date of Signing: 9 Oct. 2017

POULSBO FIRE DEPARTMENT

By: 
JAMES INGALLS
Board Chair

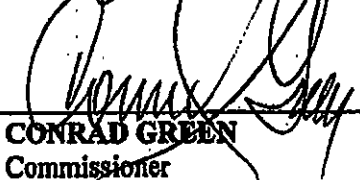
Date of Signing: 10-17-17

By: 
DAVID ELLINGSON
Commissioner

Date of Signing: 10-17-17

By: 
DARRYL MILTON
Commissioner

Date of Signing: 10/17/17

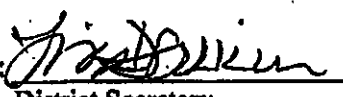
By: 
CONRAD GREEN
Commissioner

Date of Signing: 10/17/17

By: _____
MARTIN SULLIVAN
Commissioner

Date of Signing: _____

ATTEST:

By: 
District Secretary

Date of Signing: 12/17/17

NORTH KITSAP FIRE & RESCUE

By: _____
GILLIAN GREGORY
Board Chair

Date of Signing: _____

By: 
FERNANDO ESPINOSA
Commissioner

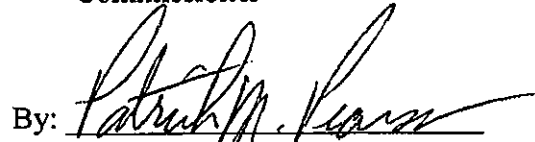
Date of Signing: 11-13-17

By: 
WILSON STEWART
Commissioner

Date of Signing: 11/13/17

By: 
STEVE NEUPERT
Commissioner

Date of Signing: 11/13/17

By: 
PATRICK PEARSON
Commissioner

Date of Signing: 11/13/17

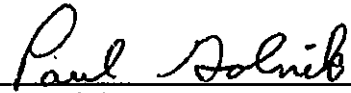
ATTEST:

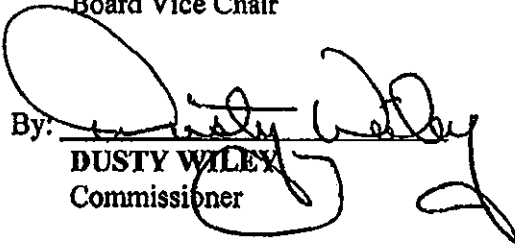
By: 
District Secretary

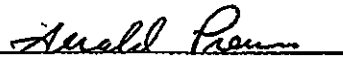
Date of Signing: 11/14/17

SOUTH KITSAP FIRE & RESCUE

By:  Date of Signing: 09/28/2017
DAVE GELSLEICHTER
Board Chair


By:  Date of Signing: 9-28-17
PAUL GOLNIK
Board Vice Chair

By:  Date of Signing: 9-28-17
DUSTY WILEY
Commissioner

By:  Date of Signing: 9-28-2017
GERALD PREUSS
Commissioner

By:  Date of Signing: 9/28/17
MIKE ESLAVA
Commissioner

ATTEST:

By:  Date of Signing: 9.28.17
District Secretary

CENTRAL KITSAP

FIRE & RESCUE



Steve Wright, Fire Chief
South Kitsap Fire & Rescue
1974 Fircrest Dr SE
Port Orchard, WA 98366

November 29, 2017

Member Agency:

Enclosed is a certified copy of the Kitsap County Technical Rescue Mutual Aid Interlocal Agreement, per Article 20 within the document. Please keep this copy for your organization's records. If you have any questions, please contact me directly at (360) 447-3569.

Sincerely,

Serena Prince
Executive Assistant

Enclosure:
Technical Rescue Mutual Aid Interlocal Agreement

After recording return to:

Joint Management Group (JMG)

1974 Fircrest Dr SE

Port Orchard, WA 98366

SO KITSAP FIRE RESCUE

201209170096

Agreement Rec Fee: \$ 44.00

09/17/2012 10:03 AM

Walter Washington, Kitsap Co Auditor

Page: 1 of 13



KITSAP READINESS CENTER JOINT MANAGEMENT GROUP INTERLOCAL COOPERATION AGREEMENT

THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) Between Bremerton Fire Department (“BFD”), Central Kitsap Fire and Rescue (“CKFR”), South Kitsap Fire and Rescue (“SKFR”), Kitsap County Sheriff’s Office (“KCSO”), CENCOM/DEM (“CENCOM”) and Kitsap County Coroners (“KCC”), (hereinafter the “parties”), by which the parties agree to establish and participate in joint management of the KITSAP READINESS CENTER (Readiness Center) and its accompanying services in cooperation with the Military and further the parties hereto hereby establish the KITSAP READINESS CENTER JOINT MANAGEMENT GROUP (KRCJMG) which shall be under the direct supervision of the KRCJMG Administrative Board herein created; and that KRCJMG shall represent and make decisions for all parties regarding budgeting, staffing, equipment procurement and utilization, operations, maintenance and planning for the use of the facilities available at the Readiness Center. This agreement supersedes and replaces any and all prior agreements relating to the Readiness Center whether written or oral.

WHEREAS, this Agreement is formed to be consistent with the provisions and terms of the “Interlocal Cooperation Act” pursuant to RCW 39.34 et seq.; and

WHEREAS, a Joint Management Group (JMG) was created in 1995 to develop and implement the Kitsap Readiness Center master plan which was intended to provide a joint fire training and emergency services facility; and

WHEREAS, it was believed that each of the parties and the public would benefit through regional coordination and management of the Kitsap Readiness Center; and

WHEREAS, the Kitsap Readiness Center has now been developed and the parties have determined that it is in the best interests of the public to continue to cooperate and utilize the

Readiness Center pursuant to a lease with the Military for cooperative training, operations, communications and EMS administrative services; and

WHEREAS, the parties now desire to establish a separate legal entity to provide oversight for the activities of the parties of the KRCJMG at the Readiness Center;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

The purposes of this Agreement are:

- a. To provide a means for the continued development of a training and emergency services center for the region's emergency service providers;
- b. To replace and supersede the original Kitsap Joint Fire Training and Emergency Service Facility Master Plan Agreement, re-establishing the working relationship between the parties and the Military who were the initial participants of that Agreement;
- c. To establish the current KRCJMG as a separate legal entity as authorized by RCW 39.34.030(3)(b);
- d. To establish a process of administrative oversight for such services provided by the new KRCJMG, including entering into a lease with the Military for the use of the Readiness Center facilities;
- e. To establish a process for other jurisdictions and public entities to become participants in this Agreement.

2. DEFINITIONS

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them pursuant to state statute or other controlling law, or as defined in this Agreement:

- a. "*Member Agency*" means a voting and fees paying municipal or other governmental entity which is a party to this agreement.
- b. "*State*" means the State of Washington.
- c. "*Region*" means Kitsap County and other adjoining counties.
- d. "*Kitsap Readiness Center Joint Management Group*" means the separate legal entity established and acknowledged by this Agreement to represent member agencies to carry

out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.

- e. “*Majority Vote*” means more than one-half of the votes cast by member agency representatives when a quorum is present.
- f. “*Administrative Board*” shall mean the representatives of member agencies of the KRCJMG identified in Section 4 of this Agreement.

3. PARTICIPATION

The Bremerton Fire Department, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, Kitsap County Sheriff’s Office, CENCOM/DEM and the Kitsap County Coroner’s Office participate in the formation and operation of the KRCJMG for the purposes established pursuant to this Agreement. Other governmental organizations may join the KRCJMG upon approval of the KRCJMG Administrative Board and by agreeing to the terms of this Agreement established below. Other organizations who are not governmental organizations may participate and take advantage of the services provided by the KRCJMG pursuant to separate service agreements.

4. MEMBERSHIP AND VOTING RIGHTS OF THE KRCJMG ADMINISTRATIVE BOARD

A. Membership in the KRCJMG is established by execution of this Agreement and payment of any required fees as established by the Administrative Board.

- 1. A municipal or government entity that desires to become a later member of the KRCJMG must obtain permission to do so by a majority vote of the Administrative Board. The required permission applies to any entity that wishes to become a member. Any entity seeking to join the KRCJMG must sign an amendment to this Agreement establishing their membership. However, such membership is subject to legislative approval of all member agencies. Further, any entity seeking to join the KRCJMG must pay all fees in accordance with this Agreement.

B. The KRCJMG Administrative Board shall consist of one (1) representative from each participating member agency, each of whom is delegated one vote.

KRCJMG Administrative Board representatives are at all times employees of their own agencies while acting pursuant to this Agreement.

The membership and structure of the KRCJMG Administrative Board may only be modified through an amendment to this agreement, recommended by a majority of the Administrative Board and approved by a majority of the member agencies.

The KRCJMG Administrative Board may, in the event of a permanent vacancy on the Board, solicit the appointment of a replacement member from member agency. In the event that the member agency fails to appoint a replacement within sixty (60) days of the Board's request, the Board may select a person to fill that vacancy.

5. AUTHORITY AND RESPONSIBILITIES OF THE KRCJMG ADMINISTRATIVE BOARD

The KRCJMG Administrative Board shall have the authority and the responsibilities to provide policy and legislative direction for the KRCJMG and its administration, and in particular shall:

- a. Establish bylaws that govern the procedures of the KRCJMG Administrative Board and daily operations of the KRCJMG;
- b. Recommend appropriate action for the KRCJMG to the legislative bodies of the participating members;
- c. If determined to be in the best interest of the KRCJMG, appoint an Executive Director;
- d. Provide supervision of an Executive Director;
- e. Establish or cause to be established a fund or funds as authorized by RCW 39.34.030 for the operation of the KRCJMG, provided that with respect to funds for Emergency Management Services those funds shall be administered pursuant to RCW 38.52;
- f. Enter into agreements with, and receive and distribute funds from any federal, state or local agencies, provided that with respect to funds for Emergency Management Services those funds shall be administered pursuant to RCW 38.52;
- g. Determine what services are to be offered by the KRCJMG and under what terms they shall be offered;
- h. Review and adopt annual budgets;
- i. Review and approve budget expenditures;
- j. Enter into agreements with third parties for services necessary to fully implement the purposes of this agreement;
- k. Apply for such federal, state, or private funding of any nature as may become available to assist the KRCJMG in carrying out its purposes and functions;
- l. Purchase, take, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property;
- m. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of property and assets;
- n. Sue and be sued, complain and defend, in all courts of competent jurisdiction;

- o. Enter into contracts;
- p. Review and adopt personnel, purchasing and financial policies;
- q. Any and all other acts necessary to further the KRCJMG's goals and purposes.

6. AUTHORITY AND RESPONSIBILITY OF THE KRMCG DIRECTOR

Should the KRCJMG Administrative Board determine that an Executive Director is necessary to effectively operate the Readiness Center, the Administrative Board shall establish, pursuant to a written job description, the duties and responsibilities of the KRCJMG Director.

7. FINANCING

A. Cost Allocation. All members shall pay the one-time cost assessment and the annual maintenance fees as described in the Bylaws. Such assessments and fees shall be maintained in a Fund identified as Operating Fund # 90921 (the Fund). Non-members shall be assessed fees in accordance with the Bylaws. Additionally, should the Fund created for the operation of the Readiness Center ever become depleted to the point that the purposes of the KRCJMG are unable to be met, the KRCJMG Administrative Board shall determine if additional assessments to the member agencies are necessary. Should the Administrative Board determine that additional assessments are necessary, it shall notify the member agencies of such assessment ninety (90) days prior to such assessment becoming due. If any additional assessments or annual maintenance fees are not paid timely after notice of the assessment/fees are received, the member is subject to having its membership status revoked by majority vote of the KRCJMG Administrative Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Readiness Center shall be paid and accounted for in accordance with Washington State Local Government Accounting procedures.

C. The Fiscal Year. The fiscal year shall coincide with the calendar year.

D. Adoption of Budget. By September of each year the KRCJMG Administrative Board shall adopt a draft annual work program, budget, and cost allocation of the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the KRCJMG Administrative Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the KRCJMG Administrative Board. All expenditures shall be made from the Fund identified earlier.

E. Notice of Budget. On or before September 30, the KRCJMG Administrative Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to each member agency. On or before November 30, the KRCJMG Administrative Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to each member agency.

F. Accounting, Budgeting, and Reporting. The KRCJMG shall be subject to the Budgeting Accounting & Reporting System (BARS) Cities, Counties and Special Purpose Districts Cash Basis manual.

G. Fiscal Agent. The KRCJMG Administrative Board shall identify a fiscal agent for the KRCJMG.

H. Contracting. All contracts made by or on behalf of the KRCJMG shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

8. FACILITIES AND PROPERTY

The facilities subject to the use of the KRCJMG are as identified pursuant to Exhibit A of this Agreement. Each party's responsibility as it relates to those facilities identified shall be established pursuant to a Lease agreement hereinafter established.

9. DURATION

This Agreement shall remain in full force and effect in perpetuity from its effective date unless earlier terminated or modified as provided herein.

10. MODIFICATION

The terms of the Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

11. TERMINATION/DISPOSAL OF ASSETS

A. Any member agency has the right to withdraw from this Interlocal Agreement by giving the KRCJMG Administrative Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to the KRCJMG activities

until the effective date of withdrawal and with regard to agreements to which the Council is party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to the Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Section 11 of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the KRCJMG assets; provided, however, such forfeiture shall not take effect if the KRCJMG dissolves within one (1) year of the date of the withdrawal notice.

- B. Upon dissolution of the KRCJMG, any KRCJMG assets, after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the KRCJMG on the date of dissolution. Distribution of assets shall be in equal distributions as described in the Bylaws, in accordance with Section 7(B) of this Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the KRCJMG shall not constitute a debt, liability or obligation of any member agency. If assets can not reasonably be distributed, the KRCJMG shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of Chapter 43.19 RCW, and shall distribute the proceeds from the sales in equal distributions as established by the Administrative Board.

12. HOLD HARMLESS

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents 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 performance of this Agreement by the indemnitor or its elected or appointed officials, officers, employees and agents. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

13. INSURANCE

- A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the KRCJMG Administrative Board, member agencies, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the KRCJMG exclusively, and the KRCJMG shall defend such parties, at its cost, upon request by the member agency, Board member, and/or employee.

- B. The KRCJMG Administrative Board shall obtain commercial general liability, and auto liability insurance coverage for the KRCJMG Administrative Board, and any staff employed by the KRCJMG, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officer, agents, and employees as additional insured's. The KRCJMG Administrative Board shall annually evaluate the adequacy of the KRCJMG's insurance coverage.
- C. The KRCJMG Administrative Board shall require that all contractors and subcontractors utilized by the KRCJMG obtain insurance coverage consistent with Section 13(B).

14. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an agreement entered into under Chapter 39.34 RCW. Its duration is as specified in Section 9. The organization, composition and nature of the KRCJMG Administrative Board is as specified in Section 4. Its purposes are as described in Section 1. Its manner of financing and budgeting is as described in Section 7. Its termination as described in Section 11. The method for disposing of property upon withdrawal or termination is set forth in Section 11.

15. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

16. NOTICES

Except as provided elsewhere in this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Section 4 with a copy of such notice provided to the Executive Director, if one has been appointed by the KRCJMG Administrative Board. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

17. VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

18. ENTIRETY

This Agreement supersedes all previous JMG interlocal agreements, if any, and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

19. SEVERABILITY

If any of the provisions of the Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. CLAIMS

- A. Any claim for damages made under Chapter 4.96 RCW shall be filed with the Chair of the KRCJMG Administrative Board, or other Agent as identified pursuant to the KRCJMG Bylaws.
- B. Upon receiving a claim for damages, or any other claim, a copy of the claim will be provided to each member agency.

21. EXECUTION AND FILING

The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Chair of the KRCJMG Administrative Board who shall file an executed original of this Agreement with the Kitsap County Auditor. The Chair of the Administrative Board shall distribute duplicate conformed copies of the Agreement to each of the parties. Parties that sign on as members at a later date will provide original signature pages of this Agreement to Kitsap County Auditor for filing. The Chair of the Administrative Board shall distribute duplicate conformed copies of the signature pages filed later to each of the parties.

22. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Section 21.

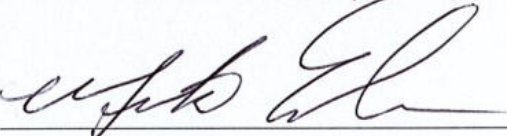
IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Executed this 10th day of May, 2012.

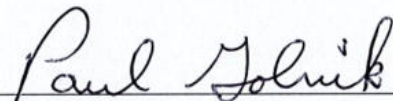
SOUTH KITSAP FIRE AND RESCUE

by: 
DAVE GELSLEICHTER, Board Chair


Date of Signing: 05-10-2012

by: 
MICHE ESLAVA, Commissioner

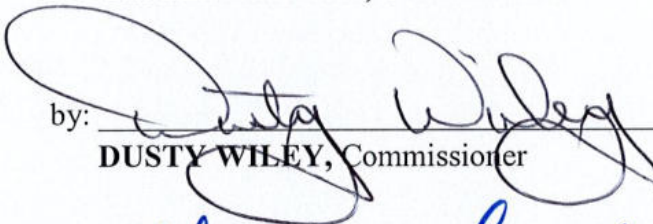
Date of Signing: 5/21/12

by: 
PAUL GOLNIK, Commissioner

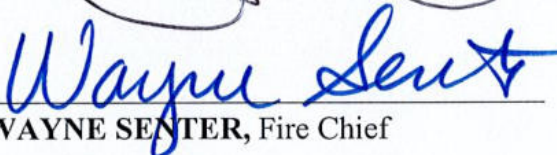
Date of Signing: 5-10-12

by: 
GERALD PREUSS, Commissioner

Date of Signing: 5-10-2012


by: 
DUSTY WILEY, Commissioner

Date of Signing: 5-10-12

by: 
WAYNE SENTER, Fire Chief

Date of Signing: 5-14-12

Attested to:

by: 
RICK GROSS, Board Secretary

Date of Signing: 5/10/12

CENTRAL KITSAP FIRE AND RESCUE

by: 
BOB MUHLEMAN, Board Chair

Date of Signing: 14 MAY 12

by: 
KEN ERICKSON, Commissioner


Date of Signing: 14 May 12

by: 
DAVE FERGUS, Commissioner

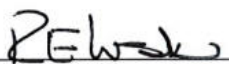
Date of Signing: 5.14.2012

by: 
RALPH ROGERS, Commissioner

Date of Signing: 5-14-12

by: 
DICK WEST, Commissioner

Date of Signing: 5-14-12

by: 
ROY LUSK, Fire Chief

Date of Signing: 5-15-12

Attested to:

by: 
RICK GROSS, Board Secretary

Date of Signing: 5/14/12

DATED this 27 day of June, 2012.

Stephen A. Boyer
STEPHEN A. BOYER
Kitsap County Sheriff

DATED this 11th day of June, 2012.

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



Robert Gelder
ROB GELDER, Chair

Josh Brown
JOSH BROWN, Commissioner

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

CITY OF BREMERTON



Patty Lent, Mayor

APPROVED AS TO FORM:



Roger A. Lubovich, City Attorney

ATTEST:



Shannon Corin, City Clerk

MUTUAL AID AGREEMENT
BETWEEN
COMMANDER, NAVY REGION NORTHWEST
1100 Hunley Road, Silverdale, WA 98315
AND
CITY OF BREMERTON FIRE DEPARTMENT
NORTH KITSAP FIRE AND RESCUE
CENTRAL KITSAP FIRE AND RESCUE
SOUTH KITSAP FIRE AND RESCUE
BAINBRIDGE ISLAND FIRE DEPARTMENT
POULSBO FIRE, DISTRICT 18
KITSAP COUNTY, OFFICE OF THE FIRE MARSHAL
FOR
THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

COMNAVREG NW
7050
Ser N8/

This agreement, entered into this 2nd day of March 2018, by and between Commander, Navy Region Northwest (COMNAVREG NW), on behalf of Commanding Officer, Naval Base Kitsap (NBK), Bremerton Fire Department, North Kitsap Fire and Rescue, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, Bainbridge Island Fire Department, Poulsbo Fire District 18, and Kitsap County Office Of The Fire Marshal, (hereinafter, "Kitsap County Fire Protection Agencies") acting pursuant to the authority of 42 U.S.C. § 1856a, DoDI 6055.06, and OPNAVINST 11320.23G, is for the purpose of providing the benefits of mutual aid to the other entity, for the protection of life and property from wild land fires, as well as firefighting and fire suppression support. The anticipated support includes; but is not limited to; emergency services of basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building and confined space extractions.

It is the policy of the Department of the Navy and COMNAVREG NW to enter into Mutual Aid Agreements (MAA) with non-federal fire departments located in the vicinity of naval installations whenever practicable. The parties have mutually concluded that it is desirable, practicable, and beneficial for the parties to enter into this MAA to document their willingness and ability to render assistance to one another in order to enhance the safety and security of the civilian community and naval facilities.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Hereinafter, the term "COMNAVREG NW Fire and Emergency Services (F&ES)" refers specifically to the F&ES organization located on and servicing NBK.

It is agreed that:

1. Upon request from Kitsap County Fire Protection Agencies, firefighting equipment and personnel of COMNAVREG NW F&ES will be dispatched; subject to operational requirements and resource availability; to any location within the area for which the Kitsap County Fire Protection Agencies are responsible to provide fire protection and emergency medical services.
2. Upon request from the COMNAVREG NW F&ES, firefighting equipment and personnel of the Kitsap County Fire Protection Agencies will be dispatched; subject to operational requirements and resource availability; to any location within the area for which COMNAVREG NW F&ES is responsible to provide fire protection and emergency medical services.
3. The party receiving a request for assistance shall endeavor to immediately inform the requesting party if assistance can or cannot be provided, and the type and quantity of resources available for dispatch.
4. Neither party shall hold the other party liable or at fault for being unable to respond to a request for assistance nor being able to respond in a timely manner, or responding with less than optimum equipment/personnel, as the parties understand that each is primarily and ultimately responsible for providing fire suppression and hazardous material incident response within their own jurisdictions.
5. The requesting and rendering of assistance under the terms of this MAA shall be per detailed operational plans and procedures developed by the individual parties. All parties shall work together to implement such plans and procedures in a manner compatible with their respective operational authorities. It is understood that the rendering of assistance under the terms of this MAA is not mandatory.
6. Under the authority of 15 U.S.C. § 2210 and 44 C.F.R § 151, Kitsap County Fire Protection Agencies are permitted to seek reimbursement for direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States Government.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

7. Under the authority of 42 U.S.C. § 1856a, either party may seek reimbursement from the other for the costs incurred by it in providing services to the other party in response to a request for assistance. Further, all parties agree to waive all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

8. All equipment used by any party in carrying out this agreement will; at the time of action; be owned by it. All personnel acting under this agreement will; at the time of such action; be an employee or volunteer member of the party.

9. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid shall include the amount and type of equipment and personnel requested and specify the location where the equipment and personnel are to be dispatched.

b. Upon receipt of a request for assistance, equipment and personnel will be immediately dispatched along with instructions as to their mission, use, and deployment in quantities and amounts that can be provided without jeopardizing the mission of the fire department providing the resources, per the judgment of the senior officer of the responding party.

c. The senior officer of the requesting fire department shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the heads of the fire departments involved, a senior officer of a fire department furnishing assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or emergency.

d. A responding fire department shall be released by the requesting party when the services are no longer required or when the responding fire department is needed in its own jurisdiction.

10. Training:

a. Whenever either party hosts fire protection training for its own personnel (host department) it may; to the maximum extent practicable and subject to its sole discretion; offer the training to personnel of the other party (guest department). Training will be provided on a space available basis only.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

b. The host department will not charge the guest department for training coursework provided pursuant to this MAA unless there is a cost that cannot be covered by the host department, such as an individual student fee/tuition or cost of a certificate.

c. The guest department or its personnel will be responsible for the payment of any and all logistic costs necessary to attend training provided by the host department, including; but not limited to; lodging, meals, and travel expenses.

d. This MAA is entered into voluntarily by the parties with no obligation on their part to either provide training or to participate in any offered training.

e. The guest department is responsible for ensuring that its personnel observe all rules, regulations, and guidelines for training provided by the host department. Neither party shall hold another party liable or at fault for damage or injury incurred during joint training activities.

f. The host department reserves the right to deny training to any guest department personnel who do not meet the prerequisites necessary to attend the offered training.

11. Execution of this Agreement:

a. This MAA shall become effective upon the date annotated above, and shall remain in full force and effect for a period not to exceed five (5) years, or until cancelled by mutual agreement of the parties, or upon the provision of at least sixty (60) days advance written notice from the party desiring to terminate this agreement to the other.

b. Following the 5 years, the agreement will either automatically terminate or be renegotiated.


FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES


12. Signatures:


North Kitsap Fire & Rescue:


GILLIAN GREGORY 6-12-17
Board Chair Date


FERNANDO ESPINOZA 6-12-2017
Commissioner Date


STEPHEN NEUPERT 6/12/17
Commissioner Date


WILSON STEWART 6-12-17
Commissioner Date


PATRICK PEARSON 6/12/17
Commissioner Date


CINDY MORAN 6-12-17
District Secretary Date

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

South Kitsap Fire & Rescue:


DAVE GELSLEICHTER
Board Chair

07/13/17
Date


NOT PRESENT:

MIKE ESLAVA
Commissioner

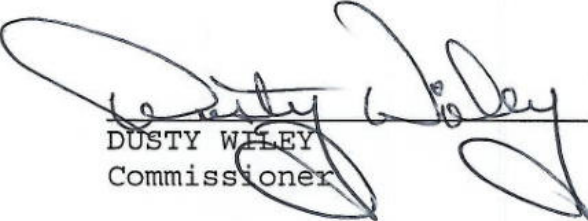
Date


PAUL GOLNIK
Commissioner

7-13-17
Date


GERALD PREUSS
Commissioner

7-13-17
Date


DUSTY WILEY
Commissioner

7-13-17
Date

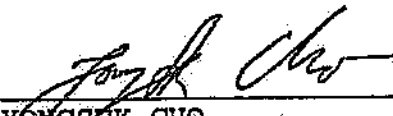

KENNETH BAGWELL
District Secretary

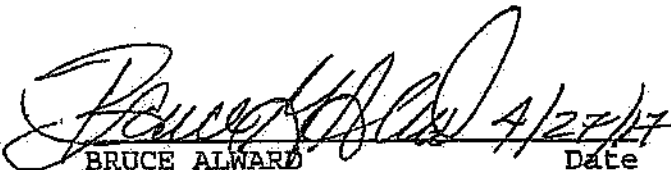
7.13.17
Date

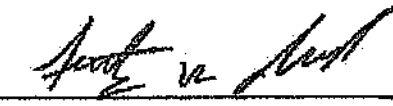
FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Bainbridge Island Fire Department:

 4-27-17
SCOTT ISENMAN Date
Board Chair

 4/29/17
YONGSUK CHO Date
Commissioner

 4/27/17
BRUCE ALWARD Date
Commissioner

 4/27/17
FRITZ VON IBSCH Date
Commissioner

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Poulsbo Fire Department:

NA
MARTIN SULLIVAN Date
Commissioner

David Ellingson 6-14-17
DAVID ELLINGSON Date
Commissioner

Darryl Milton 6/14/17
DARRYL MILTON Date
Commissioner

Conrad Green 6/14/17
CONRAD GREEN Date
Commissioner

NA
JAMES INGALLS Date
Commissioner

Lise Alkire 6/14/17
LISE ALKIRE Date
District Secretary

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

City Of Bremerton:

Patty Lent 07-05-17 Shannon L. Corin
PATTY LENT Date SHANNON L. CORIN Date
Mayor City Clerk

[Signature] JULY 5, 2017
ROGER A. LUBOVICH Date
City Attorney

Kitsap County:

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

ATTEST:

Robert Gelder 2-10-18

Dana Daniels

Dana Daniels, Clerk of the Board

ROBERT GELDER, Chair

E. E. Wolfe

EDWARD E. WOLFE, Commissioner


Charlotte Garrido


CHARLOTTE GARRIDO, Commissioner



FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Commander, Navy Region Northwest

 6/1/2017
EDWARD SCHRADER, CAPT, USN Date
Commanding Officer
Naval Base Kitsap

 09 MAR 2018
A. P. VERHOFSTADT, P.E. Date
Executive Director
Commander, Navy Region
Northwest

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Points of Contact

Commander, Navy Region Northwest:

- a. Fire Chief Kurt Waeschle
(360) 396-0135, kurt.waeschle@navy.mil
- b. Regional Support Agreement Manager Mussetta Enos
(360) 396-1935, Mussetta.enos@navy.mil

North Kitsap Fire and Rescue:

- a. Fire Chief, Dan Smith
(360) 297-3619, smith@nkfr.org
- b. Assistant Chief, Richard Lagrandeur
(360) 297-3619, lagrandeur@nkfr.org

Central Kitsap Fire and Rescue:

- a. Fire Chief Scott Weninger
(360) 447-3556, sweninger@ckfr.org
- b. Deputy Chief John Oliver
(360) 447-3566, joliver@ckfr.org

City of Bremerton:

- a. Fire Chief David Schmitt
(360) 473-5381, david.schmitt@ci.bremerton.wa.us

Bainbridge Island Fire Department:

- a. Fire Chief Hank Teran
(206) 451-2032, hteran@bifd.org
- b. Finance Manager Ed Kaufman
(206) 451-2037, e Kaufman@bifd.org

South Kitsap Fire and Rescue:

- a. Fire Chief Stephen Wright
(360) 895-6501, SWright@skfr.org

Poulsbo Fire District 18:

- a. Fire Chief Jeffrey Griffin

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

(360) 516-8813, jgriffin@poulsbofire.org

- b. Deputy Chief Bruce Peterson
(360) 535-2510, bpeterson@poulsbofire.org

Kitsap County Office of the Fire Marshall:

- a. Fire Marshall David Lyman
(360) 337-5777, DLynam@co.kitsap.wa.us

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

Page: 1 of 5



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.

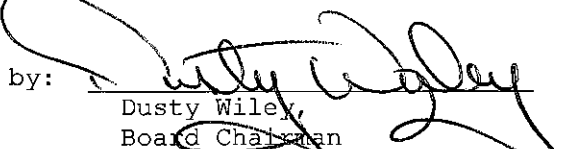
This Agreement shall remain in full force and effect unless terminated by either party with the advance written one hundred and eighty (180) day notice as indicated above.

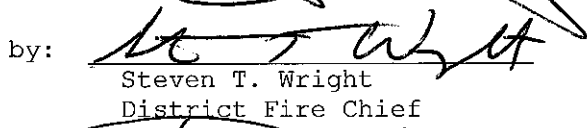
Non Exclusive Agreement:

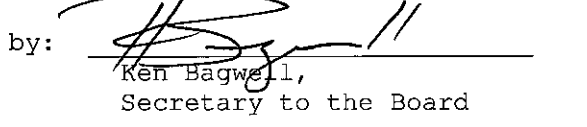
The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal cooperatives.

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

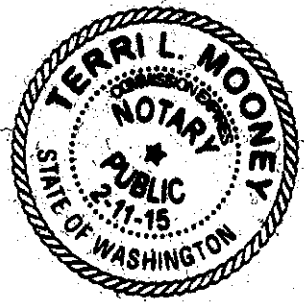
Dated: 7-10-14

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



**REVISED
KITSAP RISK MANAGEMENT GROUP
INTERLOCAL AGREEMENT**

PARTIES TO AGREEMENT AS OF EXECUTION DATE HEREOF:

Central Kitsap Fire & Rescue: "CENTRAL FIRE"
South Kitsap Fire and Rescue: "SOUTH FIRE"
Kitsap County Emergency Services Readiness Center: "JMG"
Kitsap County Fire District #2: "BAINBRIDGE FIRE"
Kitsap County Fire District #18: "POULSBO FIRE"
Pierce County Fire District #16: "KEY PENINSULA FIRE" (Non-Voting Member).

THIS IS AN AGREEMENT entered into among: **CENTRAL KITSAP FIRE & RESCUE**, a Washington State municipal corporation, hereinafter also referred to as "CENTRAL FIRE"; **SOUTH KITSAP FIRE AND RESCUE**, a Washington State municipal corporation, hereinafter also referred to as "SOUTH FIRE"; the **KITSAP EMERGENCY SERVICES READINESS CENTER**, an organization made up of units of state and local government to provide efficient and cost effective training and readiness for emergency responders, hereinafter also referred to as "JMG"; **KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 2**, a Washington State municipal corporation, hereinafter also referred to as "BAINBRIDGE FIRE"; **KITSAP COUNTY FIRE DISTRICT NO. 18**, a Washington State municipal corporation, hereinafter also referred to as "POULSBO FIRE"; and **PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 16**, hereinafter also referred to as "KEY PENINSULA FIRE".

The five Fire Districts identified in the prior paragraph will also be collectively referred to herein as "**Districts**", or singularly as "**District**". As noted in the prior paragraph, the Kitsap Emergency Services Readiness Center shall also be referred to herein as "**JMG**". The Districts and JMG shall also collectively be referred to herein as "**Agencies**".

Fire Districts 1, 7, 12, and 15, entered into the initial predecessor agreement hereto, entitled "KITSAP RISK MANAGEMENT GROUP AGREEMENT", in 1996. That initial agreement was subsequently amended on five different occasions. The purposes of the predecessor agreement, and amendments thereto, were: to permit the Agencies to join together in purchasing insurance coverage in order to achieve economies of scale; to provide risk management services for the Agencies; and to allow the Agencies to join together for the possible future administration of other common services such as training and risk management.

The original Risk Management Agreement was amended as follows:

A. First Amendment to Kitsap Risk Management Group Agreement. The first amendment was entered into in 1999.

B. Second Amendment to Kitsap Risk Management Group Agreement. The second amendment was entered into February 13, 2003.

C. Third Amendment to Kitsap Risk Management Group Agreement. The third amendment was entered into January 8, 2004.

D. Fourth Amendment to Kitsap Risk Management Group Agreement. The fourth amendment was entered into in 2006.

E. Fifth Amendment to Kitsap Risk Management Group Agreement. The fifth amendment was entered into in 2006.

In general, each amendment was entered into to add new Agency members and/or redefine the purposes of their joint undertaking. The Agencies have now determined it will be in their best interests, and the goals they seek to achieve, by presently terminating all prior Risk Management Group Agreements (the initial agreement and five amendments thereto) and replacing them with this more comprehensive Agreement.

Washington State's Inter-local Cooperation Act, Chapter 39.34 RCW, permits governmental entities to make the most efficient use of their powers by allowing them to cooperate with other governmental entities on a basis of mutual advantage to provide and/or receive services and/or facilities.

Pursuant to the terms of the prior agreement, and amendments thereto, any time the Agencies sought to add new members, and/or engage in acts not specifically authorized by the prior agreements, they were compelled to do so pursuant to agreement of all Agencies in the form of an agreement amending the preceding agreements. This process became unduly cumbersome. By entering into this replacement agreement, it is the goal of the Agencies to provide a more streamlined means of allowing the members from the Agencies with voting rights to reach decisions, under certain circumstances as hereinafter outlined, without first being required to have such decisions memorialized in amendment agreements entered into by all Agencies. It is also noted, pursuant to RCW 39.34.030(5)(a) the actions of the voting members of the Risk Management Group ("RMG") in furtherance of the RMG's objectives, may be offered in satisfaction of the obligations of each individual Agency.

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

1. Termination of Prior Agreements / Ratification of Prior Actions. The prior initial RMG Agreement, and five amendment agreements thereto, shall terminate and have no further force or effect upon execution of this Agreement. Provided, however, all prior decisions and agreements entered into by the RMG members are hereby ratified and confirmed. For

informational purposes, MASON COUNTY FIRE DISTRICT NO. 2, has not participated in RMG activities for some time now and is hereby terminated as an Agency member who possessed non-voting status.

2. Purposes. The Purposes of this Agreement are to allow the Agencies to join together as the “KITSAP RISK MANAGEMENT GROUP”, hereinafter referred to simply as “RMG”, for the following purposes, as determined from time to time by the RMG voting members:

A. Insurance. To investigate and procure, as deemed appropriate, from time to time, joint insurance coverage for the Agencies in order to achieve economies of scale. To this end the Agencies may jointly procure any type of insurance coverage they deem advantageous through the RMG, including without limiting the generality of the foregoing, the following: casualty; liability; workers compensation; length of service award coverage; fidelity; accident and/or sickness; property; medical; dental; life; accidental death and/or dismemberment; and/or vision insurance.

B. Training. To provide joint risk management and training services for the Agencies as determined by the RMG from time to time;

C. “Other” Services. To provide for other joint services for the Agencies not directly related to the foregoing insurance and training purposes. Provided, however, before any additional services may be provided not contemplated by this Agreement, the RMG voting members shall first obtain appropriate approval from their respective Agency governing boards.

3. RMG Makeup. The RMG is made up of governmental agencies that provide and deal in emergency and related services regarding their citizens. As hereinafter explained, an RMG member may be either a voting or non-voting member. The RMG voting members are empowered: to add and delete Agency members from time to time; to designate the status of Agency members as voting or non-voting members; and to determine the status of an Agency as a voting or non-voting member. In adding Agency members, the voting members shall strive to only allow those Agencies to join the RMG who are deemed “low risk” for insurance coverage purposes, and who will not increase the liability exposure of the existing RMG members, or negatively impact their insurance premiums, to any material degree.

4. RMG Operation Guidelines.

A. RMG Members. All decisions made by the RMG shall be made by its voting members. Presently, all Agencies entering into this Agreement have two voting members, except KEY PENINSULA FIRE which possesses no voting rights. Each Agency member with voting rights shall designate two representatives to attend RMG meetings to represent that Agency’s interests and shall be designated the “voting members” from that Agency. Agencies

with no voting rights shall also designate two representatives to attend all RMG meetings, but those representatives shall not have the ability to vote on any matters coming before the voting membership. Future amendments to this Agreement need not be approved by Agency members possessing no voting rights. The two RMG members from each Agency shall serve at the pleasure of their respective Agency governing boards. Presently, regarding the Districts, the voting members for each shall consist of the Fire Chief, or his/her designee, and one District Commissioner as selected by the governing board of each District.

B. RMG Board. The RMG Board shall consist of a Chairperson, Vice-Chairperson, and Secretary. The Chairperson and Vice-Chairperson shall be elected annually by the voting membership.

The Chairperson shall be in charge of: setting each RMG meeting (the date, time, and place within Kitsap or Pierce Counties); conducting and presiding over all RMG meetings in general accordance with Roberts Rules of Order; overseeing the general management of the RMG; overseeing the establishment, maintenance, and dissolution where appropriate, of RMG sub-committees and sub-committee assignments; and insuring accurate minutes of each meeting are taken in conjunction with the Secretary.

The Vice-Chairperson shall assume the duties of the Chairperson in the Chairperson's absence and shall otherwise undertake those tasks and responsibilities as may be assigned by the Chairperson from time to time.

The Secretary shall be appointed by the Chairperson, shall serve at the pleasure of the Chairperson, and in most instances shall be an employee of the Chairperson's Agency skilled in taking and transcribing meeting minutes. The Secretary shall: attend all RMG meetings; be responsible for taking accurate meeting minutes and then transcribing those minutes for later review and approval by the RMG voting members within two weeks time of the meeting at which they were taken; maintain pertinent contact information regarding each Agency, the voting status of each Agency, and the designated members attending RMG meetings from each Agency; and maintain all RMG records in an organized fashion. All labor and incidental costs associated with the services provided by the Secretary shall be solely borne by the Chairperson's Agency without right of reimbursement from the other Agencies.

C. RMG Meetings. RMG meetings shall occur at least annually, and more frequently as determined by the Chairperson, so the purposes of the RMG may be effectively and efficiently met in a timely manner. Presently, it is anticipated RMG meetings will occur every other month.

D. Meeting Minutes. Prior to each RMG meeting, the minutes of the prior meeting shall be tendered to each Agency member (voting and non-voting), and at the actual meeting, the voting membership shall approve, or modify as appropriate, the minutes from the

prior meeting. Each Agency member shall insure copies of all approved minutes are delivered back to its respective Agency. Each set of approved minutes shall be attested to as being accurate, and signed by the Chair, or Vice-Chair acting in the Chair's behalf, and one other full voting member, after first being approved by the voting membership.

E. Lead Agency. The lead agency for the RMG at any given time shall be the Agency the RMG Chairperson is associated with.

F. Quorum. In order for a quorum to be present to conduct any RMG business, at least fifty-five percent (55%) of the voting members must be present.

G. Majority Vote. Except as otherwise expressly provided for herein, in order for a measure coming before the RMG to be enacted, a minimum of fifty-one percent (51%) of the voting members in attendance must vote in favor of it.

H. Notice Requirements for Certain Proposed Action. Regarding any measures put to the voting members for a vote involving substantial action, apart from those actions dealing with the regular month-to-month operations of the RMG, prior to a vote being taken on such matters, pertinent information regarding the proposed action shall first be provided to the voting members for review at least ten days prior to the meeting when a vote is expected. Notice of the measures may be provided to the voting members via e-mail, fax, mail, or any other appropriate delivery medium. For purposes of receiving said notices, all voting members shall provide the RMG Chairperson, or his/her designee, with updated information at all times regarding his/her e-mail address, fax number, mailing address, and/or other means of receiving written information. A listing of all such contacts shall be maintained by the Chairperson and/or Secretary as determined by the Chairperson, and may be provided to any RMG member or Agency.

I. Appeal Process. Whenever an action item is enacted by the voting members that alters the makeup of the RMG or substantially deviates from its normal course of activities, i.e., if new members are added or deleted, or matters enacted outside the primary purposes or ordinary business of the RMG, a member entitled to vote on that matter shall have the right to appeal the affirmative outcome of the vote. He/she shall initiate his/her appeal during the meeting at which the vote was taken simply by orally stating his/her decision to appeal the outcome of the vote. To be timely, an appeal must be taken regarding a matter at the meeting during which the vote on the matter occurred; appeals initiated after such meetings shall not be deemed timely and will not be considered. A timely verbal notice of appeal shall cause the enacted measure to be held in abeyance until the next RMG meeting occurring at least thirty (30) days thereafter. During this abeyance period, each member shall report back to his/her governing Agency board regarding the measure that was appealed and seek guidance from it on how to proceed. Thereafter, at the next RMG occurring at least thirty days after the appeal was taken, the measure shall again be voted upon with the outcome being final and non-appealable.

For instance, and by way of illustration, those actions subject to the appeal rights of voting members are: adding a new Agency to the RMG; deleting an Agency from the RMG; initially determining and/or changing the voting status of an Agency; and/or determining what RMG benefits an Agency is entitled to. Examples of those actions not subject to appeal are: actions that are ministerial in nature; selecting the RMG's Chair and Vice-Chair each year; selecting and/or changing the RMG's insurance representative(s); procuring and negotiating insurance agreements; and/or investigating courses of action without actually engaging in them.

J. Sub-Committees. RMG sub-committees may be established from time to time at the discretion of the Chairperson or voting membership. For instance, a sub-committee may be formed that is focused on investigating the procurement of health insurance or alternate health insurance from that which presently is provided. Non-voting members may participate as members of sub-committees, and shall possess a vote on any sub-committee matter put to a vote. Provided, however, before being enacted by the RMG, any action approved by a sub-committee must also be approved by RMG's voting members.

5. Obligation of Voting Members. RMG's voting members shall act at all times in good faith and in a reasonable manner to the end that the purposes of this Agreement may be met at the best level attainable and for the best price.

6. Adding and Deleting Agencies- "EXHIBIT A". As RMG's voting members add and delete Agency members from time to time, a current listing of all Agencies, the voting status of each, and which are currently receiving health care coverage, shall be identified on an "EXHIBIT A", to be attached hereto. The form of this "EXHIBIT A" is attached hereto and by this reference incorporated herein and made a part hereof. As each new EXHIBIT A is enacted, it shall be attached to this Agreement and serve to replace the prior EXHIBIT A in time, and become a part of this Agreement according to its terms. All prior EXHIBIT A's shall be retained by the RMG Secretary for possible future reference. The existing EXHIBIT A, at any given time, shall be deemed replaced by a subsequent EXHIBIT A, when the subsequent EXHIBIT A has been completed, dated, and signed by the then acting RMG Chairperson.

7. Term / Termination.

A. Term. The term of this Agreement shall be on a year-to-year basis. It shall continue year-to-year automatically unless a party terminates its participation hereunder as set forth in section 7.B. hereof.

B. Termination. Any party to this Agreement may terminate its participation herein by first providing written notice to the RMG chair at least sixty (60) days in advance of the date established in its notice for terminating its participation under this Agreement. The termination by one or more parties to this Agreement shall not affect the ongoing participation of

the other members hereunder or the ongoing effectiveness of this Agreement. On the date a party terminates its participation hereunder it shall not be entitled to a refund of any kind from the Kitsap Risk Management Group for any sums paid for insurance premiums, or otherwise as a result of its participation in the RMG, for the remainder of the then current coverage period or current period for which it has paid other Kitsap Risk Management Group fees or expenses.

8. Notices. Except as otherwise specifically provided for herein, all notices called for herein shall be in writing and submitted by the sending Agency to the RMG Chairperson or recipient Agency(s) as appropriate, or vice versa, by certified mail, return receipt requested, unless personal service is achieved. Service shall be deemed complete two (2) business days after notice is sent through the U. S. mail from Western Washington, or on the day of personal service with the receiving party signing a receipt therefore. All notices to an Agency shall be addressed to the Fire Chief of that Agency.

9. Payment for Insurance Premiums. It is recognized the total cost for insuring each Agency is different and will continue to be different. After determining the total cost of the joint insurance premium, the Agency voting members shall, with the aid of their insurance agent, and insurance company or companies selected to provide insurance, determine the allocation of the insurance premium expense to each Agency.

The RMG members shall then report back to the governing body of each Agency regarding the total insurance premium cost to that Agency, and the governing body for each Agency shall then make provision for payment of the insurance premium attributed to it in a timely manner. Each Agency shall be solely responsible for payment of any and all insurance premiums attributed to it and shall hold the other Agencies harmless from payment therefore.

10. Hold Harmless Provision. No Agency shall be liable in any fashion whatsoever for any liability arising or threatened through the acts or omissions of another Agency regarding its conduct as an RMG member, including its employees, agents, and/or representatives ("committing Agency"), or any property damage arising through the acts or omissions of the committing Agency. The committing Agency shall fully and completely hold those Agencies not involved in the liability or property damage event, harmless from any and all liability arising therefrom, including all expenses, legal costs, and legal fees associated therewith.

Each Agency also agrees to assume responsibility for all liability that arises in any fashion regarding its conduct (and the conduct of its employees and representatives) in the performance of this Agreement, and to save and hold the other Agencies, their employees, representatives, and officials, harmless from all costs, expenses, losses, and damages, including the cost of legal defense, incurred as a result of acts or omissions of the committing Agency relating to its performance hereunder.

11. Insurance Deductibles. In the event of an insured loss by an Agency, that

Agency shall be solely responsible for any deductibles specified in the coverage, and for any loss not covered by the applicable insurance policy.

12. Uninsured Loss. In the event an Agency incurs a claim, loss, or becomes a party to litigation that is excluded from coverage under any insurance policy obtained pursuant to this Agreement, or exceeds the applicable policy coverage limits, that Agency shall be solely responsible for the cost of processing the uninsured claim, litigation expenses if the insurance carrier does not defend, and uninsured damages. Such Agency shall also pay any and all said sums for which it is liable that are not paid by the insurance carrier.

13. Risk Management Provisions.

A. Information Supplied by Each Agency. Each Agency, from time to time, as requested by the RMG designated insurance representative or RMG Chairperson, shall provide the RMG and the said insurance representative with complete information concerning any of the following items as requested:

- (1) Complete descriptions of all stations or other structures owned or leased by the Agency. The descriptions shall include all information necessary to obtain a rating for insurance coverage of the structures and their contents;
- (2) A complete description of all vehicles owned or leased by the Agency including the make, model, year of manufacture, purchase cost, replacement cost and nature of equipment carried on each;
- (3) A complete inventory of all equipment maintained by the Agency;
- (4) A description of the services provided by the Agency to the public within and without its jurisdictional boundaries;
- (5) A list of all paid and volunteer personnel of the Agency and the job description for each;
- (6) A copy of all contracts the Agency is a party to that provide for either the supplying or receiving of services by the Agency;
- (7) A copy of all Agency lease agreements;
- (8) Relevant loss history information; and
- (9) Any information required by the insurance carrier for enrollment or health coverage purposes.

B. Determination of Insurance Coverage & Risk Management Services. The RMG shall determine the insurance coverage to be provided each Agency, and shall provide risk management services to RMG Agencies as it shall determine.

Presently, the RMG Agencies who have purchased and are currently receiving health care coverage through the RMG are: CENTRAL FIRE; SOUTH FIRE; BAINBRIDGE FIRE; POULSBO FIRE; and KEY PENINSULA FIRE. As Agencies are added or deleted from health care coverage, such changes shall be documented on EXHIBIT A according to the procedure established in section 6 hereof.

C. Agency Expenses in Administering RMG. Each Agency shall be responsible for its proportionate share of out-of-pocket expenses incurred in administering the RMG, as determined by the RMG. In most cases it is anticipated payment of these said expenses will be initially advanced by the Lead Agency with the member Agencies then providing reimbursement to the Lead Agency for their respective proportionate share of the said expenses.

14. Severability. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement or the application of the remainder of this Agreement shall not be affected and shall remain in full force and effect .

15. Benefits. This Agreement is entered into for the benefit of the RMG Agencies only and shall confer no benefits, direct or implied, on or to any third parties or other persons or entities not a party hereto.

16. Complete Agreement. This Agreement represents the entire Agreement among the Agencies regarding the matters contained herein. It shall not be modified, supplemented, or otherwise affected simply by the “course of dealing” among the Agencies.

17. Financial Considerations. The Interlocal Cooperation Act requires parties to establish how their joint undertaking shall be financed and what budget(s), if any, will be maintained therefore. In answer to that statutory directive, each Agency shall be solely responsible for its own costs incurred in carrying out the terms of this Agreement; no joint financial accounts or arrangements shall be established except as otherwise specifically provided for herein. Also, no joint budget shall be maintained regarding carrying out the terms of this Agreement; each Agency shall make adequate provisions in its own budget for carrying out all its obligations hereunder.

18. Acquiring, Holding, & Disposing of Jointly Acquired Property. The Interlocal Cooperation Act requires the parties establish how property will be acquired, held, and ultimately disposed of. It is not anticipated the Agencies will jointly acquire any property, either real or personal, in carrying out the terms of this Agreement. The property of an Agency used in

implementing this Agreement shall remain that Agency's sole property and under its sole control. If the Agencies do jointly acquire any property for the administration of this Agreement, prior to doing so, they shall reach written agreement as to what each will contribute to acquire the property, who shall be in charge of acquiring and managing it, and how it will be held and ultimately disposed of at the appropriate time or at the time of this Agreement's termination.

19. Cooperation / Interpretation. The Agencies and their representatives to the RMG shall seek to fully and completely cooperate with one another in good faith at all times so the terms and spirit of this Agreement may be fully implemented. All Agencies have had the ability to equally participate in and negotiate the terms of this Agreement. This Agreement shall be provided with a reasonable interpretation and not weighted in favor of or against any Agency.

20. Execution in Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one agreement.

21. Filing of Agreement. Pursuant to RCW 39.34.040, after this Agreement has been fully executed by all parties, it shall be promptly filed with the Kitsap County Auditor and the Pierce County Auditor. The RMG Chairperson shall be responsible for filing it with the Kitsap County Auditor, and KEY PENINSULA shall be responsible for filing it with the Pierce County Auditor.

22. Agreement Approval. The terms of this Agreement were acted upon and approved by **CENTRAL FIRE's** Board of Commissioners at its regularly scheduled public meeting held on the 13 day of August, 2007; by **SOUTH FIRE's** Board of Commissioners held at its duly scheduled regular meeting on the 26 day of July, 2007; by **BAINBRIDGE FIRE's** Board of Commissioners at its regular scheduled public meeting held on the 11 day of July, 2007; by the **JMG** Board of Directors held at its duly scheduled regular meeting on the 10 day of October, 2007; by **POULSBO FIRE's** Board of Commissioners at its regular meeting on the 8 day of August, 2007; and by **KEY PENINSULA FIRE's** Board of Commissioners at its regular meeting on the 24 day of July, 2007.

As a **condition precedent** to this Agreement taking effect, all Agencies identified herein as parties hereto must duly execute this Agreement by no later than sixty days from the date of the first signature appearing hereon.

Six originals of this Agreement shall be executed so each party may retain an original hereof.

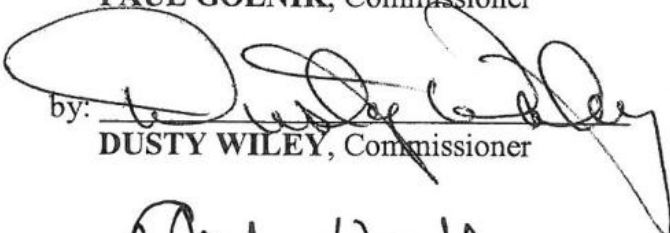
IN WITNESS HEREOF, the duly elected Commissioners and representatives for each fire district identified herein, and the Board of the JMG, hereby set their hands to this

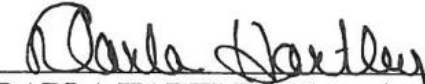
document indicating the consent of their respective Districts and the JMG to the terms hereof on the date indicated by the signature of each hereon:

SOUTH KITSAP FIRE & RESCUE

by: 
DAVID GELSLEICHTER, Chair


by: _____
PAUL GOLNIK, Commissioner

by: 
DUSTY WILEY, Commissioner


by: 
DARLA HARTLEY, Commissioner

by: 
GERALD PREUSS, Commissioner

by: 
WAYNE SENTER, Fire Chief

Attested to:

RICK GROSS, Secretary to the Board

CENTRAL KITSAP FIRE & RESCUE

By 
COMMISSIONER /
BOB MUHLEMAN, Board Chairman

Date: 8/13/07
~~07/09/07~~ *DM*

By 
KEN BURDETTE, FIRE CHIEF

Date: 9/13/07
~~07/09/07~~ *SK*

By 
RICK GROSS, District Secretary

Date: 8/13/07
~~07/09/07~~ *RJ*

**KITSAP COUNTY EMERGENCY SERVICES READINESS CENTER JOINT
MANAGEMENT GROUP**

By Wayne Senter
Fire Chief South Kitsap Fire and Rescue
WAYNE SENTER, Board Chairman

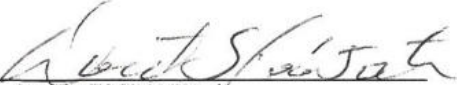
Date: 10-10-07

By Ken Burdette
Fire Chief Central Kitsap Fire and Rescue
KEN BURDETTE, Vice Chairman

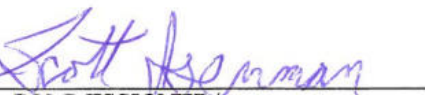
Date: 10/10/07

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 2 ("BAINBRIDGE FIRE")

By _____ Date: _____
BOARD CHAIR /
MAUREEN HALLIGAN,

By  Date: 7-11-07
COMMISSIONER/
DAVE COATSWORTH

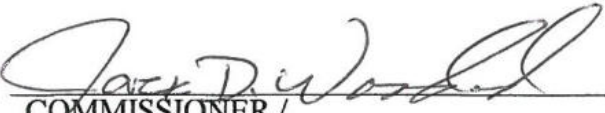
By  Date: 11 July 2007
COMMISSIONER/
MICHAEL ADAMS

By  Date: 7-11-07
COMMISSIONER/
SCOTT ISENMAN

By  Date: 7/11/07
COMMISSIONER/
JAMES JOHNSON

By  Date: 7/11/07
GLEN TYRELL, Interim Fire Chief
and Board Secretary

KITSAP COUNTY FIRE DISTRICT NO. 18 ("POULSBO FIRE")

By  Date: 8 AUG 07
COMMISSIONER /
JACK WOODARD, Board Chairman

By  Date: 8-8-07
FIRE CHIEF/
JIM SHIELDS

By  Date: 8-8-07
SECRETARY/
LISE ALKIRE

PIERCE COUNTY FIRE DISTRICT NO. 16 ("KEY PENINSULA FIRE")

By 
COMMISSIONER/
RICK STOUT

Date: 7-24-07

By 
COMMISSIONER/
JAMES BOSCH

Date: 7-24-07

By 
COMMISSIONER/
ALLEN YANITY

Date: 7-24-07

By 
TOM LIQUE, Fire Chief

Date: 7-24-07

FD7: Agree- Risk Management NEW REVISED 2007 wd



INTERLOCAL AGREEMENT

South Puget Sound

Fire Coordinating Group

This agreement is made and entered into by the undersigned municipal corporations, referred to as "Participating Agency" or "Participating Agencies" Pursuant to the provisions of the *Washington State Interlocal Cooperative Act, Chapter 39.34 RCW* for the mutual advantage of all Participating Agencies in the provision of efficient and effective public fire protection services.

Status

The **South Puget Sound Fire Coordinating Group (SPSFCG)** shall be an administrative sub-entity of the South Puget Sound Region Fire Defense Board.

Purposes

The purposes and objectives of the *South Puget Sound Fire Coordinating Group* are:

- 1) Establish a coordinated interagency fire training, qualification and certification program in the DNR South Puget Sound Region.
- 2) Establish procedures for mutual and interagency recognition of training, experience and certification of wildfire firefighting personnel in compliance with standards and components of *NWCG Wildland and Prescribed Fire Qualification PMS 310-1 System Guide*.
- 3) Cooperate with the Pacific Northwest Wildfire Coordinating Group and its working teams in providing and facilitating wildfire personnel training and certification.
- 4) Provide timely review and certification of qualified wildfire incident personnel.

Operating Committee

The Fire Defense Board shall form a SPSFCG Operating Committee comprised of one representative from a Participating Agency located in King County, a Participating Agency located in Pierce County, a Participating Agency located in Kitsap County, a Participating Agency located in Mason County, Participating Agency located in Thurston County, DNR, Federal wildland fire agency and the Regional Coordinator.

- Five members of the Operating Committee shall constitute a quorum.
- The Operating Committee shall administer this Agreement and the joint and cooperative undertaking of the SPSFCG as outlined herein.
- The Operating Committee may establish guidelines and procedures as necessary for the fulfillment of the purposes and objectives of the SPSFCG.

Standards

Personnel Qualification Standard and Training

The standards and components of *NWCG Wildland and Prescribed Fire Qualification PMS 310-1 System Guide* shall apply. All personnel position certifications shall be in full compliance with or exceed 310-1 requirements. These shall be *NWCG ICS Qualification Card ["Red Card"]* certifications.

Additionally, the SPSFCG may adopt incident position training, experience and qualification requirements for additional specific and defined incident roles and may certify personnel meeting or exceeding those requirements.

Training

A participating agency shall submit its wildfire training request(s) for National Wildfire Coordinating Group (NWCG) certification courses to the Operating Committee to host a course. The course shall meet the NWCG Field Managers Course Guide *PMS 901-1*. The Operating Committee, either on its own or through a designated training committee, shall coordinate the wildfire training program among the participating agencies to assure quality of training and maximum participation opportunity.

Personnel Training, Experience and Qualification Records

Complete and up-to-date records of all personnel training, experience and qualification shall be maintained using prescribed *Incident Qualification System (IQS)* software as described by the Operating Committee of the SPSFCG.

All Participating Agencies will have access to the IQS and shall enter and track their own members.

Peer Review

Interagency Peer Review Committee

The *Interagency Peer Review Committee (IPRC)* shall be appointed by the Operating Committee and shall be comprised of seven (7) members, a minimum of three (3) of whom shall be currently certified as Type 2 Division Supervisor or higher. Of these seven members, at least one shall be from Washington State DNR and at least one if available from a Federal wildland fire agency.

Four (4) members of the IPRC shall constitute a quorum. With either four or five members present, three supporting votes shall be required to approve action. With either six or seven members present, four supporting votes shall be required to approve action.

The IPRC should meet at least quarterly and may meet further as required to provide timely review and action on personnel certification proposals.

Interagency Peer Review

Prior to any Participating Agency certifying any person in any position that may result in a wildland incident assignment supervising interagency personnel, the supporting training, experience and qualification records of the person, together with any recommendations, shall be reviewed by the IPRC.

The primary task of the IPRC is to assure that any person submitted for qualification in such a supervisory position is fully qualified for the proposed position in accordance with the Personnel Qualification Standard prescribed by this Agreement.

Definition: Position that may result in a wildland incident assignment supervising interagency personnel means (1) any Operations Section position above Single Resource Boss, and (2) any overhead position of Unit Leader or higher.

In the event a quorum cannot be obtained by members of the IPRC or circumstances warrant more timely action, the Committee Chair may at the Chair's discretion, forward a completed Position Task Book and supporting documentation to the South Puget Sound Region DNR Training Officer for subsequent review and qualification. Individual records rejected by the SPS DNR Training Officer may be resubmitted to the IPRC for review at their next regularly scheduled meeting.

The secondary task of the IPRC is to review and confirm agency training, experience and qualification records as it deems necessary or advisable to assure full agency compliance with the Personnel Qualification Standard prescribed by this Agreement of all agency-certified wildland personnel.

Personnel Records Review

Participating Agency records of all personnel training, experience and qualifications relevant to the specific qualification under review shall be available for review by the IPRC on its request. The Participating Agency shall provide copies of such records in the form requested by the IPRC. 4

Participating Agency Certification

Participating Agency Certification

The Participating Agency may certify its own qualified personnel in the wildfire incident positions that do not have interagency supervisory responsibility, i.e., Operations Section positions through Single Resource Boss and overhead positions below Unit Leader. Participating Agency certifications may be subject to review and confirmation by the IPRC and the Participating Agency shall cooperate and assist the IPRC in any records audit it may request.

The Participating Agency shall request and obtain IPRC review and recommendation before certifying personnel in wildfire incident positions above Single Resource Boss and overhead positions of Unit Leader or above. All Participating Agency certifications shall be approved by the Participating Agency Fire Chief or designee.

De-Certification

An individual may be de-certified by the individual's Participating Agency in accordance with the provisions of Chapter 2.26 of the Forest Service Fire and Aviation Qualification Guide. De-certification is not an adverse action; an individual may be re-certified according to the procedures set out in Section 22.5 of the referenced chapter.

Withdrawal

Any Participating Agency may withdraw from the SPSFCG by providing written notice of such withdrawal to the Secretary of the SPSFCG or such other person as may be designated.

Termination

The participation of any Agency in the SPSFCG may be terminated by resolution of a super-majority (at least 60 percent) of all Participating Agencies in accordance with adopted cause and procedures.

Property

SPSFCG shall not acquire real or personal property in its name.

Finance

No provisions for direct financial support are provided by the SPSFCG.

Duration

The duration of this Agreement shall be perpetual unless dissolved by action of the Participating Agencies in accordance with the provisions herein. 5

Dissolution

The SPSFCG may be dissolved by the action of 75% of the Participating Agencies.

Amendment by Representative Action

Substantive amendment of this Agreement may be made by affirmative vote of 75% of the Participating Agency representatives provided that 90 days written notice of such amendment and the date of its scheduled consideration is provided by the Operating Committee within SPSFCG to all Participating Agencies.

Agreement in Fulfillment of Participating Agency Responsibility

No part of this Agreement shall in any way relieve any Participating Agency of any obligation or responsibility imposed upon it by law except that to the extent of the actual and timely performance thereof by the SPSFCG that performance may be offered in satisfaction of the obligation or responsibility. 6

The Participating Agencies have executed this Interlocal Agreement for the South Puget Sound Fire Coordinating Group as of the last date written below.

This Agreement may be signed in multiple counterparts and shall be effective as to a Participating Agency upon that Participating Agencies signature.

South Kitsap Fire & Rescue

Agency Name

1974 Fircrest Drive SE
Address

Port Orchard
City

98366
Zip Code


Agency Representative Signature

Fire Chief
Title

4-14-16
Date

South Puget Sound Fire Defense Board


Regional Coordinator

2-31-19
Date

Central Region Fire Defense Board


Regional Coordinator

7-31-19
Date