

INTERLOCAL AGREEMENT BETWEEN KITSAP COUNTY & KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 18

THIS AGREEMENT is entered into by Kitsap County "County" and Kitsap County Fire Protection District No. 18 "District" under the authority of the Interlocal Cooperation Act, RCW Chapter 39.34.

RECITALS

1. Counties and fire protection districts may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act).
2. The County, pursuant to RCW 19.27 and Ordinance No. 391-2007 has the authority and responsibility to administer and enforce of the International Building Code and International Fire Code within the unincorporated areas of the County and, pursuant to RCW 43.44.050, has authority and responsibility to investigate the origin, cause, circumstances, and extent of loss of all fires within unincorporated areas of the County.
3. The District, pursuant to RCW 52.12.031(6) has the authority to perform building and property inspections within the boundaries of the District and, pursuant to RCW 52.12.031(7) has the authority to investigate the cause and origins of fires within the boundaries of the District. The City of Poulsbo has annexed into the District.
4. The County employs trained personnel that regularly conduct fire investigations to determine the origin and cause of fires within the County pursuant RCW 43.44.050.
5. The District employs trained personnel that regularly conduct annual fire code safety inspections within the District pursuant to RCW 52.12.031(6).
6. Both the County and the District have a need for the services of the other and the County and the District have the ability to provide these services.

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. Purpose.** The purpose of this Agreement is for the parties to assist each other as needed in the inspection, investigation and tasks set forth herein and explained in the recitals set forth above, which are hereby incorporated into the Agreement by this reference.
- 2. District Services.** The District and County shall work together cooperatively to aid the District in performing the following inspections and tasks within the District's response area pursuant to and as required by the International Fire Code, and Kitsap County Building and Fire Code. Inspections shall be performed by the District in accordance with the County Inspection Guidelines. The following inspections shall occur:

- 2.1. All existing occupancies classified as group A, B, E, F, H, I, M, R-1, LC, and S (R-3 optional); shall be inspected at least annually.
 - 2.2. Initial and follow-up inspections shall occur to ascertain if previously noted violations have been corrected.
 - 2.3. The District and County shall work together cooperatively to create inspection guidelines and quarterly reports on occupancies inspected and violations corrected.
 - 2.4. The District shall notify the County as soon as reasonably possible of major violations deemed to be life threatening and in those circumstances when the District is unable to gain compliance within a reasonable time frame regarding major violations.
 - 2.5. The County agrees that in the event it shall adopt or amend any County ordinance that will increase the services required to be provided by District personnel, the County shall provide the District with a minimum of 30 days notice together with a copy of the proposed action. The parties further agree to negotiate the mitigation of the impact, if any, of the ordinances on the District.
3. **County Services.** The County agrees that it will provide the following services within the District:
 - 3.1. Investigation services in compliance with chapter 43.44.050RCW within the District including those portions of the District located within the City limits of Poulsbo.
 - 3.2. The County shall be responsible for initiating or conducting court proceedings for the enforcement of the International Fire Code or any County ordinances.
 - 3.3. The County agrees during the term of this Agreement to enact and enforce building and fire codes at a level at least equal to the codes and enforcement established by the State. The District agrees to provide the County Building and Fire Code Officials with assistance and recommendations for the preparation of fire safety codes.
4. **Plan Reviews.** The District and County shall work together to provide plan review guidelines that identify fire code and compliance issues for permits issued for construction plans, fire protection systems and new construction projects.
5. **Optional Inspections.** The non-obligated party, the District or County as the case may be, at its option, may participate with the other party hereto ("obligated party") in any building inspections or fire investigations.
6. **Customer Complaints.** When the District or County receives a customer complaint related to the services provided under this Agreement, the receiving agency agrees to process the complaint as follows:
 - 6.1. The receiving party shall work to resolve the complaint and shall give notification to other party that the complaint has been received and is being investigated.

6.2. The receiving party working to resolve the complaint shall document the following information:

- 6.2.1.** Citizen's name (complainant's confidentiality shall be maintained);
- 6.2.2.** Date complaint received;
- 6.2.3.** Location of incident;
- 6.2.4.** Nature of complaint;
- 6.2.5.** Action requested by complainant;
- 6.2.6.** Action taken to resolve the complaint.

6.3. When the customer complaint has been resolved or closed, the receiving party shall notify the other party that the complaint has been resolved and shall provide documentation of the investigation and resolution if requested by the other party.

7. Interpretation of Codes. In the event of any dispute between the District and County in the interpretation of any code provisions involved in this inspection program, the County's decision shall be final; provided, however, the County shall not decide any dispute involving an interpretation without first duly considering the interpretation submitted to it in writing by the District.

8. Inspection Information. The County will make available to the District the ability to interface with the County's automated inspection system and develop a method to interface with the County G.I.S.

9. Review of Programs. The parties shall meet annually following entry into this agreement and thereafter at mutually agreeable times to review and discuss the inspection program and other provisions of this Agreement. The meeting shall be held at the request of either party.

10. Amendments. Any changes or amendments to this Agreement must be in writing and signed by the parties in order to become effective.

11. Administration. No separate or joint entity is being created by this Agreement. Rather, the County and the District will each have a contract representative who will administer the agreement for each party. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

11.1 County's Contract Representative
Kitsap County Fire Marshal
614 Division Street MS - 36, Port Orchard, WA 98366
(360) 337-4442

11.2 District's Contract Representative Chief
911 N.E. Liberty Road
Poulsbo, WA 98370

- 12. Property.** Any property acquired by County pursuant to this agreement shall remain property of County, and any property acquired by the District pursuant to this agreement shall remain property of the District.
- 13. Financing.** Each party shall be responsible for its own costs in performing under this Agreement.
- 14. Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only, and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including attorneys' 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 contract.
- 15. Public Duty.** 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. 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 incur a special duty to the other party, the property owners, residents or occupants of the other party.
- 16. Term/Termination.** 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.
- 17. Notices.** All notices, requests, demands and other 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 at any time in writing. Notices to the County shall be directed to the County Fire Marshal. Notices to the District shall be directed to the Chief.
- 18. Spirit of Cooperation.** The District and County's joint goal shall be to work with one another at all times in an open, reasonable, and fair manner, and in a spirit of mutual cooperation, so any disagreements, or potential disagreements, that arise between them regarding any aspect of the subject matter of this Agreement may be settled as quickly and fairly as possible.
- 19. Filing with County Auditor.** Pursuant to RCW 39.34.040, this agreement shall be recorded by the County with the Kitsap County Auditor as soon as reasonably possible after its execution by both parties.

**KITSAP COUNTY FIRE
PROTECTION DISTRICT NO. 18**

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

DATED: _____

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

CHARLOTTE GARRIDO, Chair

STEVE BAUER, Commissioner

JOSH BROWN, Commissioner

ATTEST:

Opal Robertson, Clerk of the Board

DATED: _____