

**INTERLOCAL AGREEMENT FOR FIRE PREVENTION SERVICES BETWEEN THE
CITY OF POULSBO AND KITSAP COUNTY FIRE
PROTECTION DISTRICT NO. 18**

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

RECITALS

A. The City was annexed to the District in 1999 as the result of an election held in November 1999. Prior to the election, the City and the District entered into an agreement entitled, "Interlocal Agreement for Annexation of City of Poulsbo to Kitsap County Fire Protection District No. 18." The agreement provided, among other things, for the District to provide fire prevention services within the City for a period of three years after the effective date of the annexation and for the City to pay for those services. The agreement further provided that after the expiration of the three-year period the City and the District would consider entering into a further interlocal agreement under which the services could continue.

B. The City and the District have worked cooperatively during the three year period and have reached agreement on the level of fire prevention services to be provided to the City by the District in the future and on the costs to be paid by the City for such services. The purpose of this Agreement is to reduce the agreement of the parties to writing and to provide for fire prevention service to be rendered by the District to the City on an ongoing basis.

AGREEMENT

IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. **Fire Prevention Services.** Commencing January 1, 2004, the District agrees to provide fire prevention services within the boundaries of the City. Such services shall consist of the following: development plan review and approval, fire investigations, testing of sprinkler systems in new construction, testing of gas pipes in new construction, inspection and testing of fire flows in new construction, occupancy inspections, wood stove inspections, code interpretation and enforcement in conjunction with construction, juvenile fire-setter counseling, issuance and enforcement of burn permits and inspection of commercial burns, and testing of fire alarm systems for certification in new construction. Such services shall also include periodic meetings, on a weekly basis unless otherwise agreed, between the Deputy Fire Marshal for the District and the City Engineer and Building Inspector of the City, in order to discuss plan review and other issues related to development approval and processing. The District shall provide the fire prevention services required by this paragraph at not less than the level provided by the District to the City during the calendar year 2003.

2. **Compensation.** As consideration for the provision of fire prevention services as described in paragraph 1, the City agrees to pay the District the sum of \$59,000 for services provided from January 1, 2004 through December 31, 2004, and to increase such amount

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payment by \$4,000 for each of the next four years. For each year after 2008 that this agreement remains in effect, the annual payment shall be increased by 90% of the increase, if any, in the Consumer Price Index - Urban Wage Earners and Clerical Workers ("the CPI-W") for the Seattle-Tacoma-Bremerton area, as published by the U.S. Department of Labor - Bureau of Labor Statistics between June of the previous year and June of the year prior to that. By way of illustration, the payment for services to be rendered during the period from January 1, 2009 to December 31, 2009 shall be determined by taking the \$75,000 payment applicable to 2008 and increasing the same by 90% of the increase, if any, in the CPI-W between June 2007 and June 2008. The annual payment amount shall be paid in monthly installments with each monthly payment being equal to one-twelfth of the annual payment. The District shall use all such funds received by the City to provide fire prevention services as required in paragraph 1.

3. **Duration.** The term of this Agreement shall commence on January 1, 2004 and this Agreement shall remain in effect thereafter until terminated by either party as provided in paragraph 7 below.

4. **Indemnity.**

A. **By City.** To the extent permitted by law, the City agrees to indemnify, hold harmless, and defend the District, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness, or death of persons, including employees of the City, or damage to property, arising out of any negligent act, error, or omission of the City, its officers, agents, or employees, in performing the actions required of the City by this Agreement.

B. **By District.** To the extent permitted by law, the District agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness, or death of persons, including employees of the District, or damage to property, arising out of any negligent act, error, or omission of the District, its officers, agents, or employees, in performing the actions required of the District by this Agreement.

5. **Property.** No real or personal property will be jointly acquired as the result of this Agreement.

6. **Administration.** No separate legal or administrative entity is created by this Agreement. The Fire Chief of the District and the Mayor of the City shall jointly administer this Agreement.

7. **Termination.** The parties may terminate this Agreement as follows:

A. **For Cause.** Either party may terminate this Agreement for a material breach thereof by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If, during such thirty-day period, the breaching party cures its breach, this Agreement shall not terminate. If the breach is of such a nature that the breaching party cannot cure the same within thirty days but diligently commences a cure within that period and

completes the cure within 45 days, then this Agreement shall not terminate. If the breaching party does not cure the breach within the specified period (or such other period as may be mutually agreed upon), then the termination shall become final.

B. For Convenience. Either party may terminate this Agreement without cause at the end of any calendar year by providing the other party written notice of such termination at least ninety days in advance of the end of such calendar year.

C. Survival of Indemnity. The indemnity provisions of paragraph 4 shall survive termination by either party under the provisions of this paragraph 7 as to any injury or damage arising out of any act, error, or omission occurring prior to the effective date of such termination.

D. Proration of Compensation Upon Termination. In the event of termination, the City shall pay the District according to the terms of paragraph 2 above for services rendered up to the date of termination. If the termination date occurs on a day other than the first or last day of a month, the compensation to be paid by the City under paragraph 2 for that month be pro-rated on a per diem basis.

8. Notices. 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 Donna Jean Bruce
City of Poulsbo
19050 Jensen Way N.E.
P.O. Box 98
Poulsbo, WA 98370

To the District: Chief Jim Shields
Kitsap County Fire Protection District No. 18
911 N.E. Liberty Road
Poulsbo, WA 98370

9. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Kitsap County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

10. 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.

11. Time. Time is of the essence of this Agreement.

12. 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

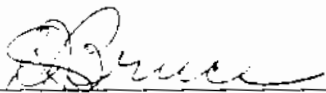
relinquishment by such party, and such covenants, agreements and rights shall continue in full force and effect.

13. **No Third Party Rights.** This Agreement shall not create any rights in any party that has not signed it.

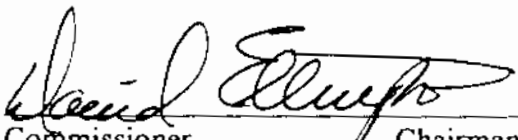
14. **Integrated Agreement.** This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto. There are no other verbal or other agreements that modify or affect this Agreement. No course of dealing, course of performance or trade usage, and no parol evidence of any nature shall be used to supplement or modify any provisions of this Agreement.

CITY OF POULSBO

KITSAP COUNTY FIRE PROTECTION
DISTRICT NO. 18



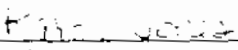
Mayor Donna Jean Bruce
Date: 1-22-04



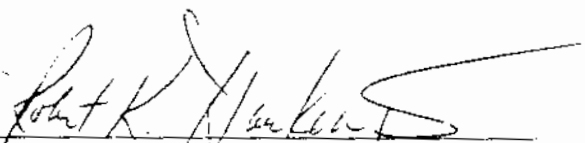
Commissioner _____, Chairman
Date: DECEMBER 22, 2003

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

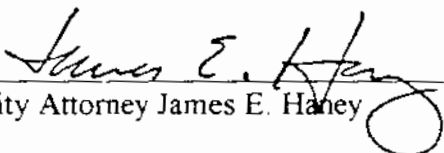


City Clerk Karol Jones



Robert K. Hawkinson, Attorney for the
District

APPROVED AS TO FORM:



City Attorney James E. Haney