

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: Kitsap County Fire Prevention District No. 18 – Fire Prevention Duties and Responsibilities (ILA)

CONFORM AS TO DATES & SIGNATURES

- (X) Approved by the City Council: 08/14/2013
- (X) Completion: Until Terminated
- (X) Recorded: Posted to City website

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Finance:
- Fire District #18
- Mayor
- Municipal Court
- MRSC
- Parks/Recreation
- Planning/Building
- Police
- Public Works/Engineering:

Jill A. Boltz
City Clerk

September 11, 2013
Date

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF POULSBO AND KITSAP
COUNTY FIRE PROTECTION DISTRICT NO. 18 REGARDING FIRE
PREVENTION DUTIES AND RESPONSIBILITIES**

THIS AGREEMENT is entered into between 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 39.34.

WHEREAS, the City annexed to the District in 1999; and

WHEREAS, for several years thereafter, the City and the District had an interlocal agreement under which the responsibilities of the parties for fire prevention activities was clearly delineated; and

WHEREAS, all such interlocal agreements between the parties have expired and the parties have had ongoing discussions concerning their responsibilities for fire prevention activities; and

WHEREAS, The City has code enforcement authority pursuant to RCW 19.27.050 and fire investigation authority under RCW 43.44.050; and

WHEREAS, The District has resources to conduct fire code safety inspections and conduct fire investigations to determine the origin and cause of fires within the City pursuant to RCW 52.12.031(7) and RCW 43.44.050; and

WHEREAS, 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 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 fire prevention duties and responsibilities.

2. Fire Prevention Duties and Responsibilities. The parties agree that, as between the parties, the City has the duty to provide the following fire prevention activities within the City. The City and the District agree to divide responsibility for providing the services listed below in the manner indicated:

Description of Duty	Responsibility
Technical Staff Reviews	City
New Construction Inspection and Approvals	City
Fire Code Plans Examination Tenant Improvement Sprinkler Fire Alarm Mechanical - Fire related	City
Business License Review	City

Liquor License Review	City
Fire Safety Inspections	Both
Fire Safety Re-inspections	Both
Fire Code Enforcement	City
Alarm System OOS Follow Up	City
Occupancy Permits	City
Pre-Fire Plans	District
Operational Review - New Construction/Development	District
Recreational Burn Permits	District
Fire Investigation	District
Juvenile Fire Setter	District
Public Fire Safety Education	District
Public Assistance Requests - Smoke Detectors	District
Fire Flow Testing	City
Public Assistance requests - Explaining fire codes and application of rules	Both
Provide input on fire prevention codes, policy, procedure, rules, and regulations	Both
Adopt codes and ordinances related to fire safety	City
Maintain records of activities and data	Both

The table above establishes the parties' mutual understanding of their respective fire prevention responsibilities. Nothing in the table 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. The parties also agree to jointly develop an Operational Implementation Plan to establish further details regarding each parties' responsibilities under this Agreement.

3. Fire Safety Inspection Schedule. The parties agree that fire safety inspections shall be conducted by the parties as provided in the Fire Safety Inspection Schedule.

4. Duration of Agreement. This agreement shall take effect upon signature by both parties and shall continue in full force and effect thereafter unless or until terminated as provided in Section 5.

5. Termination. Either party may terminate this agreement at any time by giving the other party sixty days' written notice of the intent to terminate.

6. Independent Contractors. In performing the fire prevention activities described in this agreement, each party is acting as an independent contractor and not as an agent of the other party. Neither party shall become liable or responsible for the acts, errors, or omissions of the other party as the result of signing this agreement. No joint entity or enterprise is created by this agreement.

7. No Payment. This agreement is intended to reflect the parties' mutual understanding of their respective duties and responsibilities for fire prevention and is not to be construed as a service agreement under which either party is providing service to the other in exchange for payment.

8. No Joint Property. No joint 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.

9. Administration. This agreement shall be administered by the City Planning Director and the District Fire Chief.

10. 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 Rebecca Erickson
City of Poulsbo
200 N.E. Moe Street
Poulsbo, WA 98370

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

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.

11. 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.

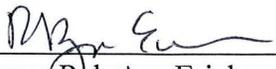
12. No Waiver. Any party's failure to insist upon strict performance of another party's covenants or agreements, or to exercise any rights, shall not be deemed a waiver or relinquishment by such party, and such covenants, agreements and rights shall continue in full force and effect.

13. 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. There are no other verbal or other agreements that modify or affect this agreement.

14. Filing of Agreement. The parties shall file a copy of this interlocal agreement with the County Auditor or, alternatively, list the same by subject on each party's website before the same becomes effective.

CITY OF POULSBO

KITSAP COUNTY FIRE PROTECTION
DISTRICT NO. 18



Mayor Rebecca Erickson
Date: 8/23/13



Chairman Darryl Milton
Date: 9/20/2013

ATTEST/AUTHENTICATED:

ATTEST:
APPROVED AS TO FORM:

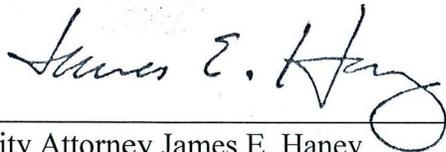


City Clerk Jill A. Boltz, CMC



Attorney for the District
SECRETARY
LISE D. ALKIRE

APPROVED AS TO FORM:



City Attorney James E. Haney