

Interlocal Agreement for Fire Safety Services

THIS INTERLOCAL AGREEMENT FOR FIRE SAFETY SERVICES ("Agreement") is made and entered into by and between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Kitsap Fire Protection District No. 2, a Washington State municipal corporation, ("Bainbridge Island Fire Department" or "Fire Department"). This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

1. PURPOSE OF AGREEMENT

As part of the Fire Department's normal operations, and without cost to the City, the Fire Department provides the following basic services within the City:

- Fire Suppression Services;
- Emergency Medical Services;
- Hazardous Material Incident Response Services;
- International Fire Code Fire Investigation Services; and
- Training.

In addition, the Fire Department and the City collaborate to provide the following shared services as part of each jurisdiction's general service delivery:

- Fire Prevention Services;
- Fire Code Policy Development; and
- Outdoor Burning Complaint Investigation & Enforcement.

This Agreement sets forth the terms under which the Fire Department will provide certain other services to the City above and beyond those basic or shared services described above.

2. TERM AND TERMINATION

- A. This Agreement shall be effective January 1, 2025, and, unless terminated as provided under this Agreement, shall continue in full force and effect through December 31, 2027.
- B. This Agreement may be terminated by either party without cause upon 180 days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Fire Department pursuant to this Agreement shall be submitted or returned to the City, and the Fire Department will be entitled to just and equitable compensation in the form of a percentage of the annual lump

sum payment owed under this Agreement. Such percentage shall correspond to the number of months in the year that any satisfactory work was completed prior to the date of termination, with the remainder of the annual lump sum payment being returned to the City.

3. PAYMENT

- A. In consideration of the services provided by the Fire Department under this Agreement, the City shall, beginning January 1, 2025, annually make a lump sum payment of two hundred and ten thousand dollars (\$210,000) to the Fire Department for the duration of this Agreement.
- B. The annual lump sum payment will be adjusted on January 1, 2026, and then again on January 1, 2027, based on the June to June Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue metropolitan statistical area. This adjustment shall be not less than 0% and not more than 3% annually.

4. FIRE DISTRICT RESPONSIBILITIES

The Fire Department shall provide the services described in **Attachment A** to the City pursuant to the terms of this Agreement.

5. CITY RESPONSIBILITIES

- A. The City agrees that it will designate the Fire Chief and the Fire Marshal of the Fire Department as the Fire Chief and Fire Marshal of the City for the purpose of enforcing the International Fire Code pursuant to this Agreement.
- B. The City agrees that in the event that the Fire Department requests police assistance at the scene of any emergency within the City limits, the City shall exercise best efforts to provide the necessary police support services, if available.
- C. For the term of this Agreement, the City agrees to enact and apply the International Building Code and the International Fire Code at a level at least equal to the codes required under state law.
- D. The City agrees that all court costs and other legal services incurred in the enforcement of the International Fire Code within City limits shall be paid by the City and shall not be considered an operating expense of the Fire Department. The City shall have sole settlement authority regarding any claims or judgments.

- E. The City agrees to consult with the Fire Department in the preparation and enactment of any codes relating to access for emergency vehicles, addressing, fire flow requirements, general fire safety, fire protection system requirements, and wildfire mitigation.
- F. The City agrees to not issue building permits for any new or remodeled building or structure subject to the requirements of the International Fire Code until the Fire Department has reviewed and approved a fire protection plan for the building or structure. The Fire Department agrees that its approval or disapproval will issue within four weeks from the time a fully completed fire protection plan is received by the Fire Department.
- G. The City agrees that the City Building Official will not issue a temporary or a permanent certificate of occupancy for any new or remodeled building or structure subject to the requirements of the International Fire Code until the Fire Department has conducted a final inspection of all fire protection requirements and verified that the requirements are met, provided that the Fire Department shall conduct a final inspection after receiving a notification from the City Building Official to carry out a final inspection in accordance with current policy and practice. The Fire Department agrees that it will make every effort to have staff available to perform this inspection each of the 52 weeks of the year.
- H. Pursuant to BIMC 20.12.050 and BIMC 20.12.060, the City agrees to designate the Fire Chief as its agent for administration of outdoor burning permits, which shall include responsibility for the issuance of outdoor burning permits, investigation of complaints regarding outdoor burning, and the determination of whether instances of outdoor burning are legal or illegal.
- I. The City agrees to be responsible for initiating or conducting any court proceedings for the enforcement of the International Fire Code and the requirements of the City Code.
- J. The City may charge developers or property owners for services related to this Agreement, as provided for in the most current fee schedule adopted by the City Council. All fee collections will be administered by the City, unless delegated by the City in writing, and all revenues will be deposited in City funds. The Fire Department shall not charge developers or property owners for services related to this Agreement, unless authorized in writing by the City.
- K. The City agrees to notify the Fire Department by telephone and in writing (letter or email) if the City: makes any changes in the road or street network within the City; temporarily or permanently closes any road or street to vehicular traffic; or becomes aware

of any changes or interruptions in the water service to any area within the City.

6. CHANGES TO CITY CODE

If the City adopts any ordinance that changes the scope of services provided by the Fire Department under the terms of this Agreement, the parties agree to renegotiate the affected provisions of this Agreement as well as the payment provisions of this Agreement.

7. HOLD HARMLESS AND INDEMNIFICATION

- A. The Fire Department shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Fire Department in performance of this Agreement, except for injuries and damages caused by the negligence, criminal acts, or willful misconduct of the City. If such claims, injuries, damages, losses, or suits, including attorney fees, are caused by or result from the concurrent negligence of the City, its officers, agents, employees, or volunteers, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Fire Department.
- B. The City shall defend, indemnify, and hold the Fire Department, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the City in performance of this Agreement, except for injuries and damages caused by the negligence, criminal acts, or willful misconduct of the Fire Department. If such claims, injuries, damages, losses, or suits, including attorney fees, are caused by or result from the concurrent negligence of the Fire Department, its officers, agents, employees, or volunteers, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City.
- C. 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.
- D. The provisions of this section shall survive the expiration of this Agreement and shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement or any portion thereof is not enforceable.

8. INSURANCE

The Fire Department shall provide insurance coverage for all operations, facilities, equipment, and personnel of the Department. The insurance shall include all risk property insurance, insuring Fire Department equipment and buildings at replacement cost; comprehensive general liability insurance with a minimum policy limit of \$2,000,000 per occurrence; errors and omissions insurance including civil rights coverage, covering the actions of the Fire Department and the legislative body of the Fire Department; auto insurance, including comprehensive and collision coverage at agreed replacement cost and liability coverage with a minimum policy limit of \$2,000,000 per occurrence; boiler and machinery insurance and a fidelity bond covering the actions of Fire Department personnel. The Department shall furnish to the City appropriate documentation showing that such coverage is in effect and that the City is named as an additional insured on the policies where permitted by the insurance carrier.

9. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:

City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Fire Department:

Bainbridge Island Fire Department
8895 Madison Ave, NE
Bainbridge Island WA 98110
Attention: Fire Chief

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

10. NON-EXCLUSIVE AGREEMENT

This Agreement does not preclude either party from entering into similar agreements with other

municipal corporations, provided that any such agreements entered into by the Fire Department shall not result in any decrease in service to the City under this Agreement.

11. COMPLIANCE WITH RCW 39.34.040

Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor.

12. NO SEPARATE ENTITY

It is not contemplated that, as a result of this Agreement, any property, real or personal, will be jointly acquired by the parties to this Agreement. This Agreement does not establish or create a separate fund or legal entity. Neither party is authorized to bind the other to any contract or obligation. Each party to this Agreement shall be responsible for its own budgeting.

13. SEVERABILITY

If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected if both parties agree, in writing, that such remainder continues to serve the purposes and objectives of both parties.

14. EXTENT OF AGREEMENT AND MODIFICATION

This Agreement, together with **Attachment A**, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

16. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

17. NO THIRD-PARTY BENEFICIARY

This Agreement is entered into for the benefit of the City and the Fire Department only. In executing this Agreement, the City and the Fire Department do not confer any benefits, direct or implied, on any third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

BAINBRIDGE ISLAND FIRE DEPARTMENT

Date: August 26, 2024

By: 

Jared Moravec, Fire Chief

CITY OF BAINBRIDGE ISLAND

Date: 9/13/24

By: 

Blair King, City Manager

Attachment A

Fire Department Scope of Services

The Fire Department will provide the following services to the City under the terms of this Agreement.

1. ON-SITE CONSTRUCTION INSPECTIONS

The Fire Department will ensure that fire protection systems are installed according to plan and observe field tests to ensure systems are working properly. The Fire District will make sure that all general fire protection requirements have been met and approve a certificate of occupancy.

2. COMMERCIAL BUILDING FIRE SAFETY INSPECTION PROGRAM

- A. To ensure compliance with the International Fire Code, the Fire Department will conduct annual inspections of both commercial and multi-family residential properties located on Bainbridge Island. Violations of the International Fire Code will be addressed in accordance BIMC 20.04.040 and related provisions of the International Fire Code, City Code, and state law.
- B. If the Fire Chief determines, in good faith, that circumstances are such that annual inspections of all commercial and multi-family residential properties within the City are not feasible due to resource constraints, the Fire Chief may prioritize inspections of commercial and multi-family residential properties that pose the greatest hazard to public safety and welfare. At the request of the City Manager, the Fire Chief will, in writing, outline and describe such resource constraints and, if requested, provide related records to the City for inspection.

3. BUSINESS LICENSE INSPECTIONS

At the time of the annual fire and life safety inspections of commercial properties, the Fire Department shall confirm that each business has a valid City of Bainbridge Island business license. If a business is operating without a business license, the Fire Department will notify the City's Finance Director, or her or his designee.

4. CONFIDENCE TESTING OF AUTOMATED FIRE PROTECTION SYSTEMS

As required by the International Fire Code, the Fire Department will review submitted confidence test reports of automated fire protection systems in commercial and multi-family buildings.

5. DEVELOPMENT PLAN REVIEW AND INSPECTIONS

The Fire Department will attend pre-application meetings as requested by the City. The Fire Department will review development plans, including, but not limited to: site plan reviews, subdivisions, short and long plats, conditional use permits, building permits, and variances. The Fire Department will consult with property owners, developers, architects, engineers, and contractors as requested. The Fire Department's review will focus on conformance with the City's fire code, and the review will include such items as access for emergency vehicles, adequacy of water supply for fire suppression, general life safety requirements, and fire protection system requirements involving such items as sprinklers, fire hydrants, underground waterlines, alarms and wildfire mitigation support and consultation.

6. CONSTRUCTION DRAWING PLAN REVIEWS

The Fire Department will review detailed construction drawings associated with new or existing structures and fire protection systems subject to the requirements of the City's fire code. The Fire Department will consult with property owners, developers, architects, engineers, and contractors as requested. The Fire Department will review other types of construction drawings as requested by the City when Fire Department expertise is needed. The Fire Department will ensure that any building and required fire protection system complies with the International Fire Code and other applicable City ordinances. Fire protection systems may include one or more of the following elements depending on the type of occupancy: sprinklers, fire alarms, fixed extinguishing systems (e.g., range hood systems), hydrants, and underground waterlines.

7. FIRE FLOW TESTING SERVICES

When requested by the City, the Fire Department will review proposed extensions of, or modifications to, existing water systems to assess the adequacy of existing water supply for fighting fires.

8. OUTDOOR BURNING PERMITS

- A. As allowed by state law and the Bainbridge Island Municipal Code, the Fire Department will issue written permits for legal forms of outdoor burning. An applicant for an outdoor burning permit may only be charged the fee or fees authorized by City resolution, in accordance with BIMC 20.12.050.C.
- B. The Fire Department will respond to complaints regarding outdoor burning and determine whether the outdoor burning is legal or illegal. The Fire Department will take any corrective actions necessary to control or extinguish an illegal or out of control fire.

- C. The Fire Department will report violations of the City's outdoor burning regulations to the City's Code Enforcement Officer, who will enforce the City's outdoor burning regulations in accordance with the provisions of the City Code, including BMC 20.12.060.

9. ADDRESS ISSUANCE

- A. In accordance with Chapter 12.16 BMC, the City has the sole authority to assign an address to structures within the City. When the City receives a request for a new address, the City shall refer the request to the Fire Department for investigation and an address recommendation. The Fire Department will investigate the structure requiring a new address, recommend to the City an address that would comply with the requirements of the City Code, update Kitsap Site Address Manager (KSAM) and notify all other agencies. The City will retain discretion to adopt or reject the Fire Department's recommendation.
- B. The Fire Department will report to the City any instances of a structure that is not correctly addressed or is not using the correct address.

10. FIRE DEPARTMENT PERSONNEL PERFORMING SERVICES UNDER THIS AGREEMENT

- A. The Fire Chief, or the Fire Chief's designee, will establish the training levels, experience, and certification requirements for Fire Department personnel performing services under the terms of this Agreement and will notify the City Manager, or the City Manager's designee, of these requirements and any changes thereto that occur during the term of this Agreement.
- B. Fire Department personnel and City staff shall cooperate as needed to carry out the purposes of this Agreement. The City and the Fire Department agree that operational procedures shall be jointly prepared to govern the scheduling and performance of services performed under this Agreement.

11. ANNUAL AND QUARTERLY REPORTS

The Fire Department agrees to provide the City with a copy of its annual report, together with quarterly reports within forty-five days of the end of each calendar quarter indicating the number and nature of the responses by the Fire Department that occur each quarter within the City. The Fire Department shall keep records of its services for the City.

12. CITY COUNCIL AND FIRE COMMISSIONER MEETINGS

The Fire Chief and the City Manager will make themselves available to attend meetings of the respective governing bodies, at mutually agreed upon times, when requested to do so.