

INTERLOCAL AGREEMENT BETWEEN  
CITY OF BREMERTON, CENTRAL KITSAP FIRE AND RESCUE,  
AND SOUTH KITSAP FIRE AND RESCUE REGARDING FIRE  
GROUND SURVIVAL TRAINING AND GRANT APPLICATION

THIS AGREEMENT is entered into this 23<sup>rd</sup> day of February, 2018, between the CITY OF BREMERTON, acting through the Bremerton Fire Department and hereinafter referred to as "Bremerton," CENTRAL KITSAP FIRE AND RESCUE, hereinafter referred to as "Central Kitsap," and SOUTH KITSAP FIRE AND RESCUE, hereinafter referred to as "South Kitsap" (collectively the "Parties" and individually the "Party").

WHEREAS, 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;

WHEREAS, the Parties wish to participate in the Train-the-Trainer portion of the International Association of Fire Fighters ("IAFF") Fire Ground Survival Program; the overall purpose of the Program is to train fire personnel for "mayday" prevention and "mayday" operations, and train them all consistently on performing potentially life-saving actions if they become lost, disoriented, injured, low on air or trapped;

WHEREAS, Bremerton is requesting grant funding from FEMA's Assistance to Firefighters Grant (AFG) to provide the Train-the-Trainer program to train eighteen (18) Lead Instructors, six (6) per Party, in Kitsap County;

WHEREAS, the funding agency, FEMA, requires regional host applicants and participating partner agencies to execute a memorandum of understanding or equivalent document (hereinafter "Agreement") signed by all Parties, which specifies the individual and mutual responsibilities of the Parties, each Party's level of involvement in the project(s), and the proposed distribution of all grant funded assets and/or contracted services;

WHEREAS, the funding agency requires that the Agreement specify the Parties' EIN numbers, and that any Party named in the grant application as benefiting from the grant award must be an eligible Assistance to Firefighters Grant ("AFG") organization;

WHEREAS, Bremerton has opted to act as the host agency for the purposes of applying for the grant, administering the disbursement of the grant funds, and facilitating the Train-the-Trainer Fire Ground Survival Training;

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

**1. Purpose.** The purpose of this Agreement is to allow Bremerton to apply for a Fire Ground Survival Program Grant (hereinafter the "Grant"), and to utilize the Grant proceeds to facilitate the Train-the-Trainer program among the Parties.

**2. Agency Responsibilities.** The Bremerton Fire Department will be the lead entity and host agency and will apply for the Grant, disburse the Grant proceeds, and facilitate the Train-the-Trainer program for the Parties. Central Kitsap and South Kitsap will be the participating partner agencies. Utilizing Grant proceeds, each of the three Parties will provide six employees to receive Train-the-

Trainer training and become Lead Instructors. Each Party will contribute a third of the ten percent (10%) match that is required by the Grant terms.

3. **Legal/Administrative Entity.** No separate legal or administrative entity is created by or pursuant to this Agreement.

4. **Agency Employees.** Each Party's employees remain employees of that Party at all times, and all actions taken pursuant to this Agreement shall be under the sole supervision of that employee's agency.

5. **No Exchange of Compensation.** No Party shall receive compensation from another Party pursuant to this Agreement, other than disbursement of Grant funding.

6. **Party Representatives.** Each Party shall designate one of its members to act as its representative, should the other Parties have any questions, comments, and/or concerns regarding implementation of this Agreement. Each Party shall keep the other Parties apprised, on a current basis, of the name and contact information for its representative. Initially, the representative for Central Kitsap Fire shall be Chief Scott Weninger, the representative for South Kitsap Fire and Rescue shall be Chief Steve Wright, and the representative for the City Fire Department shall be Chief David Schmitt.

7. **Non-Assignment of Agreement Obligations.** No Party shall assign the obligations of this Agreement to any third party.

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 under this Agreement; and each Party shall hold the other Parties harmless from all said wrongful conduct, and shall indemnify the other Parties 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. **Financial Considerations.** This Agreement shall be financed by the Fire Ground Survival Training Grant, and by each Party as to its own responsibilities under this Agreement. No joint budget or joint financial account will be established. The Grant will be utilized as follows:

IAFF FGS Mobile Training Apparatus	\$43,665
Train-the-Trainer Course for up to 30 students	\$33,335
Overtime cost for 18 students (32hrs @ \$59/hr)	\$33,984
Total Grant Request	\$110,984

The Grant requires a ten percent (10%) match. The three Parties shall divide the matching component equally.

10. **Acquiring, Holding, & Disposing of Jointly Acquired Property.** The Parties do not intend to jointly acquire any property, either real or personal, in carrying out the terms of this Agreement, other than Mobile Training Apparatus. The property of any Party used in implementing this Agreement shall remain that Party's sole property and under that Party's sole control. For the Mobile Training

Apparatus, the Parties shall reach written agreement as to 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.

11. **Duration / Notices.** This Agreement shall remain in effect from the date it is fully executed by all Parties, until December 31, 2020.

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 DAVID SCHMITT  
911 Park Avenue  
Bremerton, WA 98337

**CENTRAL KITSAP FIRE & RESCUE**

c/o CHIEF SCOTT WENINGER  
5300 NW Newberry Hill Rd  
Silverdale, WA 98383

**SOUTH KITSAP FIRE & RESCUE**

c/o CHIEF STEVE WRIGHT  
1974 Fircrest Drive SE  
Port Orchard, WA 98366

If the name or address of the contact person for a Party ever changes, that Party shall promptly notify the other Parties 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.

12. **Disputes.** In the event of a dispute arising between the Parties to this Agreement, each Party shall be responsible for all its own costs and fees, including attorney's fees.

13. **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 have any legal effect whatsoever. Any amendments hereto shall be in writing and signed by all Parties.

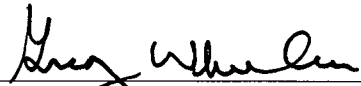
14. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

15. **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.

[SIGNATURES ON NEXT PAGE]

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**

  
\_\_\_\_\_  
GREG WHEELER, Mayor

Date: 2-23-2018

**CENTRAL KITSAP FIRE AND RESCUE**

  
\_\_\_\_\_  
SCOTT WENINGER, Fire Chief

Date: 2-12-18

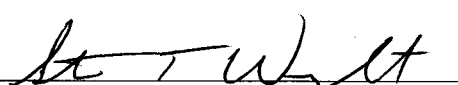
APPROVED AS TO FORM:

  
\_\_\_\_\_  
ROGER LUBOVICH, City Attorney

ATTEST:

  
\_\_\_\_\_  
SHANNON CORIN, City Clerk

**SOUTH KITSAP FIRE AND RESCUE**

  
\_\_\_\_\_  
STEVE WRIGHT, Fire Chief

Date: 2-18-18

**BREMERTON FIRE DEPARTMENT**

  
\_\_\_\_\_  
DAVID SCHMITT, Fire Chief

Date: 2-15-18