

**INTERLOCAL AGREEMENT  
FOR  
FIREHALL LEASE, FIRE PROTECTION AND  
AIRCRAFT RESCUE AND FIRE FIGHTING SERVICES**

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THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of July 1997, by and between the **PORT OF PORT TOWNSEND**, a Washington municipal corporation hereinafter referred to as the "PORT," and **JEFFERSON COUNTY FIRE PROTECTION DISTRICT NO. 6**, a Washington municipal corporation, hereinafter referred to as the "DISTRICT."

**WITNESSETH:**

**WHEREAS**, the purpose of this agreement is to provide fire protection services to **PORT** owned property at the **Jefferson County International Airport** pursuant to RCW Section 52.30.020; to minimize emergency response time by providing the services from a fire station adjacent to the airport; to satisfy F.A.A. requirements for fire protection to the airport; to protect lives and property and to promote the public health, safety and welfare.

**WHEREAS**, the **PORT** operates an airport primarily within the limits of the **DISTRICT**, which airport is a FAA non-certified general aviation airport,

**WHEREAS**, the **PORT** desires to maintain a specific level of fire fighting capability at **Jefferson County International Airport** (herein referred to as "JCIA"), and to maintain a high level of airport rescue and fire-fighting capability (herein referred to as "ARFF").

**WHEREAS**, the **DISTRICT** operates and maintains a Fire Department and Emergency Medical Services (herein referred to as "EMS") Unit, and

**WHEREAS**, the **PORT** desires to retain the **DISTRICT** Fire Department and EMS Unit to provide ARFF and fire fighting and EMS services to JCIA.

**WHEREAS**, each of the parties of this agreement desires to enter into an agreement that will be mutually beneficial to each entity and the citizens in which they serve. The geographical boundaries of each party are located in such a manner as to enable the jurisdictions to enter into such an agreement.

**WHEREAS**, the **DISTRICT** and the **PORT** are currently functioning under an existing Firehall Lease and under an existing Fire Protection Agreement and desire to enter into a new cooperative agreement to meet the needs of both organizations and their citizens. **This agreement supersedes all previous agreements.**

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the **PORT** and the **DISTRICT** agree as follows:

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**INTERLOCAL AGREEMENT FOR FIREHALL LEASE,  
FIRE PROTECTION AND AIRCRAFT RESCUE  
AND FIRE FIGHTING SERVICES  
BETWEEN THE PORT OF PORT TOWNSEND AND  
JEFFERSON COUNTY FIRE PROTECTION DISTRICT NO. 6**

COUNTERPART ORIGINAL

*Doris Fuller*  
Doris Fuller, Secretary  
JEFFERSON COUNTY FPD No. 6

**THE DISTRICT AGREES:**

1. To be responsible for providing fire prevention, fire and medical services, and ARFF services to the properties and citizens under the jurisdiction of the **PORT** at **JCIA**.
2. The **DISTRICT** will respond to fire, EMS, and ARFF calls at **JCIA** and will assume overall command of the incident with the support and cooperation of the **PORT**. The **PORT** retains overall command of its facilities and operations.
3. To provide all available resources necessary to manage emergencies by using available **DISTRICT** volunteers and employees, or accessing mutual aid, or automatic aid agreements.
4. To provide first aid and CPR training for a limited number of **PORT** personnel on a requested basis from the **PORT**.
5. To cooperate with the **PORT** in annual emergency exercise training required by the **FAA**.
6. To cooperate with the **PORT** by providing available **DISTRICT** resources for special aviation related situations, e.g. air fair, special cargo situations, charter flights and military flights. This provision would be normally limited to only a few occasions in a year.
7. To allow any **PORT** personnel who desire to be active **DISTRICT** Volunteer Fire Fighters to become active members of the **DISTRICT Volunteer Fire Fighter Program**. This agreement is subject to the ability of the **PORT** personnel to meet the required standards.
8. The **DISTRICT** shall be responsible for the maintenance, operation and ownership of its equipment, and the replacement of those items which, through wear and tear, are required to be repaired or replaced.
9. In the event that the **PORT** shall become a certificated airport serving one or more scheduled air carriers, the **PARTIES** shall renegotiate this agreement in order to ensure compliance with the Federal Aviations Regulations, Part 139. If additional equipment is required to comply with FAR, Part 139, (1) both the **PORT** and the **DISTRICT** agree to pay one-half of the cost of such large equipment (in excess of \$50,000) and (2) both the **PORT** and the **DISTRICT** shall concur with the purchase.

**THE PORT AGREES:**

1. To lease to **DISTRICT** the real property described in the Lease provisions on page 3 hereof, for use as a fire station.
2. To allow the **DISTRICT** to utilize **PORT** properties for training and other appropriate **DISTRICT** activities as available and scheduled through **PORT** offices.

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3. To allow **PORT** employees who volunteer to be members of the **DISTRICT Volunteer Fire Fighter Program** to respond to emergencies while on duty when a request to respond is transmitted by any **FIRE DISTRICT** resource.
4. To provide the JCIA facility for ARFF training to **DISTRICT** volunteers and employees when available and appropriate.
5. The **DISTRICT** shall have the right to use all ARFF equipment and materials provided by the **PORT** for training purposes and non-airport related activities consistent with **PORT** requirements.
6. In the event that the **PORT** shall become a certificated airport serving one or more scheduled air carriers, the **PARTIES** shall renegotiate this agreement in order to ensure compliance with the Federal Aviations Regulations, Part 139. If additional equipment is required to comply with **FAR**, Part 139, (1) both the **PORT** and the **DISTRICT** agree to pay one-half of the cost of such large equipment (in excess of \$50,000) and (2) both the **PORT** and the **DISTRICT** shall concur with the purchase.

#### **COMPENSATION:**

The value of the fire protection services provided to the **PORT** by the **DISTRICT** will be calculated annually using the assessed valuation of the airport real property as a base and applying the same rate for fire protection and emergency medical services as is levied to other property owners in the **district** ("rate" hereinafter). The assessed valuation of the airport real property shall not include hangars or other buildings built by contract and owned by private parties on land owned by the **PORT** and leased to private parties, or land subject only to forest protection assessment pursuant to **RCW 52.16.170**. The parties agree that the **PORT** shall pay 90% of the rate for fire protection/emergency medical services and that the remaining 10% will be reasonable compensation to the **PORT** for the lease of its real property to the **DISTRICT**. When and if the **DISTRICT** no longer leases real property from the **PORT**, the **PORT** shall pay 100% of the rate as set forth above. All payments shall be by the **PORT** to the **DISTRICT** in semi-annual payments due April 30 and October 31 of each year, and the **DISTRICT** shall provide an invoice to the **PORT** not less than 60 days prior to each due date.

The parties agree to submit a joint written request for an updated assessed valuation of airport real property from the Jefferson County Assessor every other year. If Jefferson County Assessor does not provide an updated assessed valuation within three months after the joint request, either party may hire a private appraiser to provide the updated assessed valuation for the year. If the other party objects to the appraisal so obtained, it may hire its own appraiser and the assessed valuation of the airport real property for that year shall be deemed to be the figure half way between the two appraisals.

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**LEASE PROVISIONS:**

The **DISTRICT** shall lease from the **PORT** the following described property in Jefferson County, Washington:

**Beginning at a point at the intersection of the South Line of Section 28, Township 30 North, Range 1 W.M.M. and the West boundary of the right of way of Jefferson County Road No. 32 and proceeding Northwest along said right of way, a distance of 100 feet more or less to the intersection of the West boundary of said R/W with the north boundary of the access road to Jefferson County International Airport which is the true point of beginning. Thence, from the true point of beginning, along the west R/W boundary of Jefferson County Road No. 32 a distance of 320 feet; thence, turning southwesterly at an angle of approximately a distance of 195 feet to the north boundary of the Airport access road; thence, at an angle of 90 along the north boundary of the Airport access road, a distance of 255 feet, more or less, to the true point of beginning, all as shown on the attached *Exhibit A*.**

This lease shall be for a term of **twenty (20)** years from the date hereof, **PROVIDED, HOWEVER,** that in the event that the described premises shall be used for any purpose or purposes other than that of a fire station under the control and operation of **DISTRICT**, from which the **DISTRICT'S** primary obligations under this Agreement are conducted, or a successor fire department of **DISTRICT**, this lease shall terminate, provided the **DISTRICT** serves at least **180** days written notice to the **PORT**, and all improvements and the land herein described shall forthwith revert to the **PORT**.

**EXISTING AGREEMENTS:**

The existing "Fire Protection Agreement" dated April 1, 1985 and the "Firehall Lease" dated October 6, 1980 are hereby terminated.

**LIABILITIES:**

Each party agrees to assume responsibility for all liability arising from the negligence of its volunteers, employees, officers or agents in the performance of this agreement, and to hold harmless the other party, its employees and officials from all cost, expense, losses and damages, including the cost of defense, incurred as a result of any negligent acts or omissions of its volunteers, employees, officers and agents relating to the performance of this agreement.

**TERM:**

This agreement shall be for a term of **20** years from the date hereof.

This agreement may be terminated by either party given to the other party a one hundred and eighty (180) day notice of termination in writing, however, the **LEASE** provisions of this agreement may be terminated as provided therein. The **PORT** and the **DISTRICT** agree to meet periodically to assess the effectiveness of this agreement, and if necessary to make appropriate changes to facilitate the most efficient level of service to both jurisdictions.

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**NON EXCLUSIVE AGREEMENT:**

The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.

**COMPLETE AGREEMENT OF THE PARTIES**

This is the complete agreement of the parties and when signed it will be binding on the parties and their successors in interest.

**LEGAL FEES:**


If it becomes necessary for either party to bring suit to enforce any of the provisions of this agreement, the prevailing party shall be entitled to recover its costs and attorney's fees from the other party.


DATED THIS 29<sup>th</sup> DAY OF July, 1997.


**PORT OF PORT TOWNSEND**  
by its Commissioners as follows:

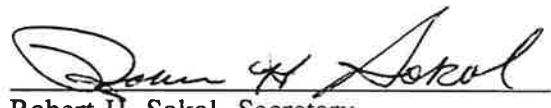
**JEFFERSON COUNTY  
FIRE PROTECTION DISTRICT**  
No. 6 by its Commissioners  
as follows:

  
Herbert F. Beck, President

  
Thomas C. Amburn, Chairman

  
Conrad W. Pirner, Vice President

  
Reynold J. Pohl

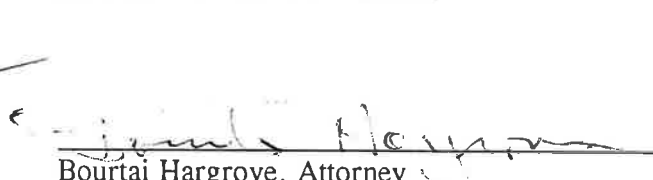
  
Robert H. Sokol, Secretary

  
Jack Tice, Jr.

**APPROVED AS TO FORM:**

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Craddock D. Verser, Attorney

  
Bourtai Hargrove, Attorney

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