



March 8, 2012

Bremerton Fire Department
Chief Al Duke
911 Park Ave.
Bremerton, WA 98337-1550

Dear Chief Duke,

In consideration of the recent changes made to the "Interlocal Agreement Between City of Bremerton & South Kitsap Fire And Rescue Regarding Exchange of First Response Fire Protection & EMS Services", as reflected in the recent Amended version of that agreement, South Kitsap Fire and Rescue (SKFR) hereby advises you that for the year 2012 and thereafter, it hereby relieves the City of Bremerton and Bremerton Fire Department of the yearly payment identified in Section 4 it makes to SKFR for the services SKFR provides in the South Kitsap Industrial Area (SKIA) for the City of Bremerton as outlined in the SKIA service agreement dated November 2009.

Also, as we have discussed, SKRF's services for the City into the SKIA area shall continue the same as in the past.

If you have any questions or regarding the contents of this letter, please contact me at (360) 871-2411.

Respectfully,

A handwritten signature in black ink that reads "Wayne Senter".

Wayne Senter, CFO, MIFireE
Fire Chief

**AMENDED
INTERLOCAL AGREEMENT BETWEEN
CITY OF BREMERTON & SOUTH KITSAP FIRE & RESCUE
REGARDING EXCHANGE OF
FIRST RESPONSE FIRE PROTECTION & EMS SERVICES**

THIS AGREEMENT is entered into this 12th day of APRIL, 2012, between the **CITY OF BREMERTON**, a Washington municipal corporation, hereinafter referred to as "City", and **SOUTH KITSAP FIRE & RESCUE**, a Washington municipal corporation, hereinafter referred to as "South Kitsap Fire". Herein, City and South Kitsap Fire shall also be generically referred to together as "parties", or singularly as "party".

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.

Washington's legislature, through Chapter 52.33 RCW, has set forth its intent that fire protection agencies establish and monitor performance standards to the end that response times concerning fires and emergency medical services (EMS) may be monitored and improved to the end that the public will be better and more timely served.

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

1. **Prior Agreement Termination / Amendment to Compensation provision of SKIA Agreement.** As of this Agreement's effective date of 4-12-12, it shall replace the Prior Agreement; thereafter the Prior Agreement shall be deemed terminated.

2. **First Response Services Provided by the City to South Kitsap Fire.** The City shall continue to provide first alarm fire protection and EMS services for priority 1 and 2 calls to the following portion of South Kitsap Fire's jurisdictional service area: Rocky Point. Specifically, the boundaries of Rocky Point's service area are identified on the map set forth on the attached "**EXHIBIT A**", which by this reference is incorporated herein.

3. **First Response Services Provided by South Kitsap Fire to the City.** South Kitsap Fire shall continue to provide first alarm fire protection and EMS services (Basic Life Support [BLS] and Advanced Life Support [ALS]) to the following portion of the City's jurisdictional service area: Gold Mountain. Specifically, the boundaries of Gold Mountain's service area are identified on the map set forth on the attached "**EXHIBIT B**", which by this reference is incorporated herein.

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4. **CenCom Dispatch Run Cards.** The dispatch run cards maintained and followed by CenCom's dispatchers shall be changed by the party representatives designated in this Agreement as required to reflect the first responder obligations established in this Agreement.

5. **Incident Command.** When one party responds into the other party's jurisdictional service area as a result of this Agreement, incident command shall be determined according to the Incident Command System protocol followed by the parties.

6. **No Exchange of Compensation.** Neither party shall receive compensation of any kind from the other party as a result of the service calls it makes, as identified herein, into the other party's jurisdictional service areas.

7. **Ambulance Transport Billings.** It is agreed, because of Medicare requirements, that billings for ambulance transport shall originate from the transporting agency and be billed directly to the person transported.

8. **Agreement Evaluations & Modifications.** The parties shall meet twice a year, in August and February, to review implementation of this Agreement and its terms, and how such implementation may be improved, and/or what Agreement changes should be made. The delegation from each party shall consist of: the fire chief, or his/her designee; a representative from the firefighter's union; and a member of the fire agency's operations' division.

At such meetings, possible changes in the agreed upon response areas identified in sections 2 and 3 hereof, shall be discussed and tentatively agreed upon. After any such modified response areas have been approved by the governing body for each party, they shall be reflected in a modified EXHIBIT A and/or EXHIBIT B to this Agreement, which modified exhibit(s) shall be dated and signed by designated representatives from each party and with such modified exhibit(s) replacing the prior EXHIBIT A and/or EXHIBIT B as applicable.

Any changes to the body of the Agreement recommended by the delegations from each party, after being approved by the governing body for each party, shall be memorialized in an amended Agreement which shall be duly enacted by the parties.

9. **Party Representatives.** Each party shall designate one of its members to act as its representative to the other party, should the other party have any questions, comments, and/or concerns regarding implementation of this Agreement. Each party shall keep the other party apprised, on a current basis, of the name and contact information for its representative. Initially, the representative for South Kitsap Fire shall be Chief Wayne Senter, and the representative for the City Fire Department shall be Chief Al Duke.

10. Non-Assignment of Agreement Obligations. Neither party shall assign the obligations placed upon it hereunder to any third party unless specifically approved by the other party in writing.

11. 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 hereunder; and such party shall hold the other party harmless from all said wrongful conduct, and shall indemnify the other party 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.

12. Financial Considerations. The Interlocal Cooperation Act requires that the parties establish how their joint undertaking pursuant to the Interlocal Cooperation Act shall be financed and what joint budget(s), if any, will be maintained. In answer to that statutory directive, each party shall be solely responsible for its own costs incurred in carrying out the terms of this Agreement; no joint financial accounts or arrangements shall be established. Also, no joint budget shall be maintained regarding implementation of this Agreement; each party shall make adequate provisions in its own agency budget for carrying out all its obligations hereunder.

13. Management of Agreement. The parties will not establish any separate legal or administrative entity to manage the duties of each under this Agreement.

14. Acquiring, Holding, & Disposing of Jointly Acquired Property. The Interlocal Cooperation Act requires that the parties establish how property will be acquired, held, and ultimately disposed of. It is not anticipated they will jointly acquire any property, either real or personal, in carrying out the terms of this Agreement. The property of either party used in implementing this Agreement shall remain that party's sole property and under that party's sole control. If the parties do jointly acquire any property for the administration of this agreement, prior to doing so, they shall reach written agreement as to what each will contribute to acquire the property, 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.

15. Cooperation / Disputes. The parties shall strive to cooperate with one another in all reasonable respects, and at all reasonable times, so the terms and spirit of this Agreement may be fully implemented for the benefit of both parties and the public they serve.

If any disputes arise between the parties regarding this Agreement and its implementation and/or interpretation, they shall both strive in good faith to settle all such disputes in a timely and reasonable manner at the lowest possible level, with each being mindful and reasonably accommodating of the interests and concerns of the other party.

16. Duration / Termination / Notices. This Agreement shall remain in effect indefinitely until terminated by either party according to the provisions of this section. It may be terminated by either party at any time and without cause, by the terminating party submitting written notice to the other party of its intent to terminate this Agreement at least 60 days in advance of the termination date, which termination date shall be set forth in the notice and occur on the last day of the month stated in the termination notice.

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 AL DUKE
911 Park Avenue
Bremerton, WA 98337

SOUTH KITSAP FIRE & RESCUE

c/o CHIEF WAYNE SENTER
1974 Fircrest Drive SE
Port Orchard, WA 98366

If the name or address of the contact person for either party ever changes, that party shall promptly notify the other party 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.

17. 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 be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

18. 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 but one and the same instrument.

19. Approval of Parties. The Bremerton City Council duly considered and entered into this Agreement at its regularly scheduled council meeting held on the 4th day of April, 2012, and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

South Kitsap Fire 's board of commissioners duly considered and entered into this Agreement at its regularly scheduled board meeting held on the 12th day of APRIL, 2012, and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

20. Agreement To Be Filed With County Auditor or Published On Web Site. Pursuant to RCW 39.34.040, this Inter-local 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.

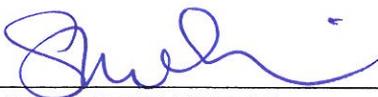
IN WITNESS WHEREOF, the parties have signed this Agreement, as of the dates appearing by their respective signatures, to evidence their consent to all its terms:

CITY OF BREMERTON

by: 
PATTY LENT, Mayor

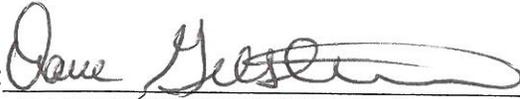
Date of Signing: 4-10-12

Attested to:

by: 
SHANNON CORIN
Interim City Clerk

Date of Signing: 4.10.12

SOUTH KITSAP FIRE & RESCUE

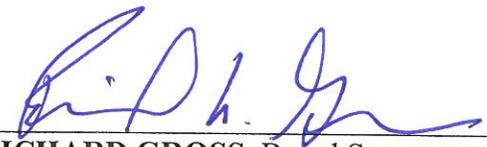
by: 
DAVID GELSLEICHTER, Board Chair

Date of Signing: 4-12-12

by: 
WAYNE SENTER, Fire Chief

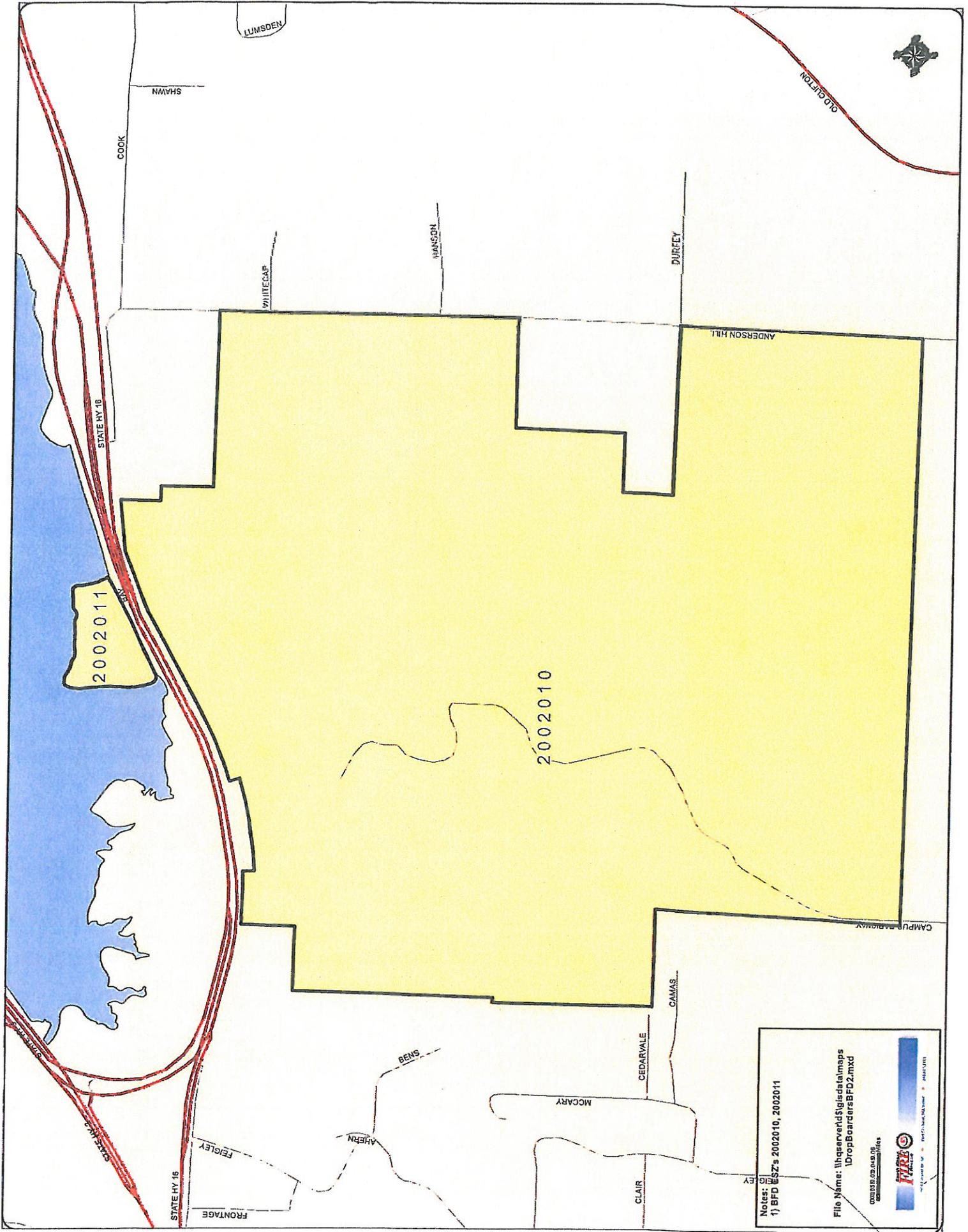
Date of Signing: 4-12-12

Attested to:

by: 
RICHARD GROSS, Board Secretary

Date of Signing: 4/12/12

EXHIBIT "B"



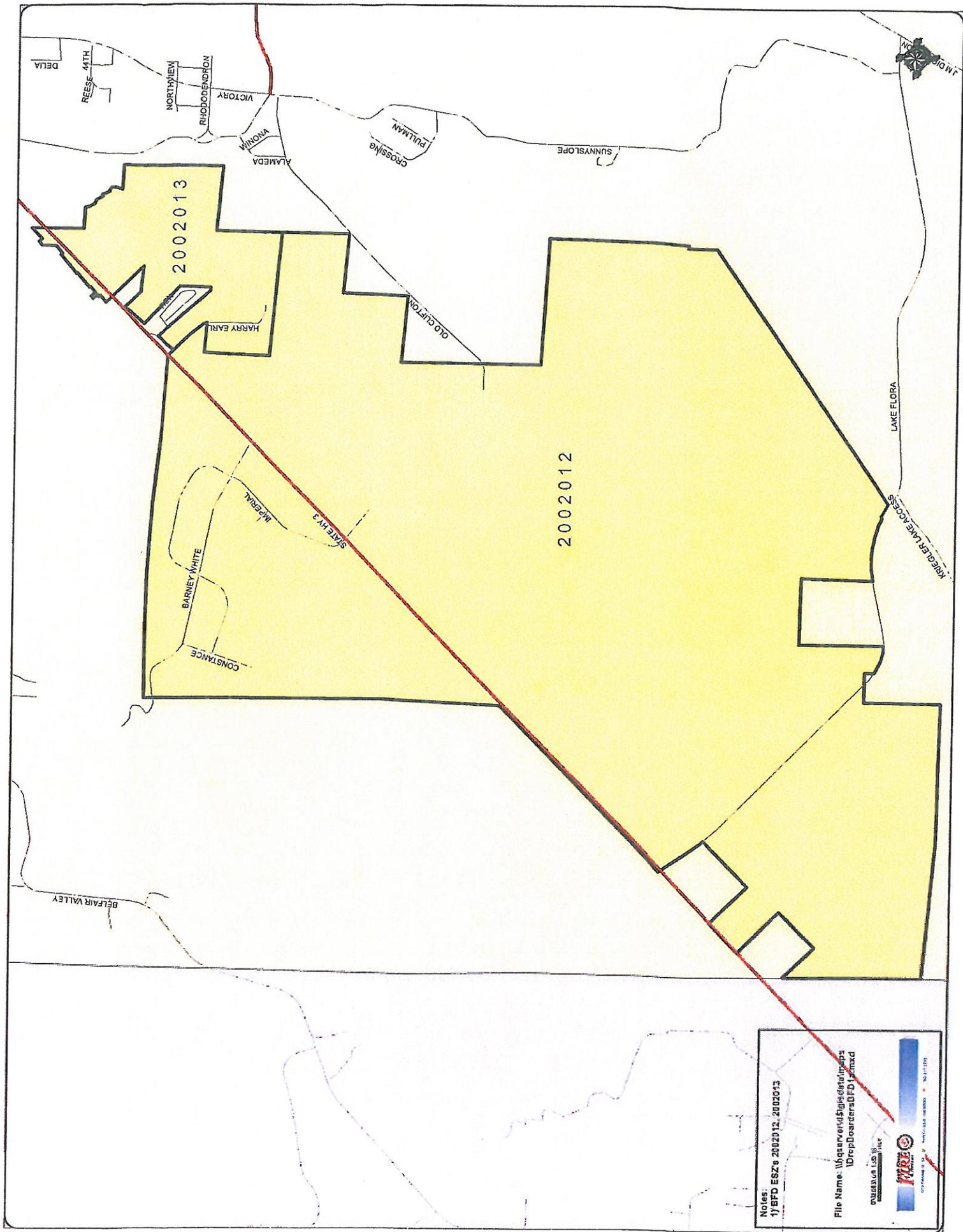
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1) BFD 052's 2002010, 2002011

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EXHIBIT "B"



Notes:
1) BFD ESZ's 2002012, 2002013

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