

**INTERLOCAL AGREEMENT BETWEEN  
KITSAP FIRE DISTRICT #7 & CITY OF PORT ORCHARD  
REGARDING  
PATROL BOAT OPERATED BY CITY POLICE DEPARTMENT**

**This Agreement** is entered into this <sup>10</sup>27 day of February, 2004, between **KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7**, a Washington municipal corporation, hereinafter referred to as "DISTRICT 7", and the **CITY OF PORT ORCHARD**, a Washington municipal corporation, hereinafter referred to as "CITY". Herein, DISTRICT 7 and the CITY shall also be generically referred to collectively as "parties", or singularly as "party".

Washington State's Interlocal Cooperation Act, RCW, Chapter 39.34, encourages local government units 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 constituents.

The City's police department has recently purchased a Boston Whaler run-a-bout patrol boat ("Patrol Boat") which it maintains at the Port of Bremerton's Port Orchard Marina ("Marina"). The City and District 7 have agreed there is a mutual need for them to cooperate regarding emergencies occurring on the waters of Puget Sound near the City's boundaries accessible by the Patrol Boat: the City will provide policing/rescue services, and District 7 will provide emergency medical services and other appropriate aid. It is anticipated District 7 will be contacted on a relatively limited basis (approximately six times per year) to provide its services from the Patrol Boat.

The purpose of this Agreement is to set forth the detailed agreement of the parties regarding the matters contained herein in writing.

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

1. **Location of Patrol Boat**. The City shall maintain the Patrol Boat at a permanent slip at the Port Orchard Marina.
2. **District 7 Equipment on Patrol Boat**. During the term of this Agreement, District 7 shall maintain on the Patrol Boat, at a location designated by the City, the following: a float-a-pump for use in fighting fires; minimal first aid supplies; and a back board.
3. **Notification to District 7 to Participate in Rescue Operation / Patrol Boat Staffing**. When the City's marine officers are notified to respond to a water rescue, and where the information received indicates there may be injuries, or when the special qualifications of District 7 may be otherwise helpful, District 7 shall be notified through CENCOM or other acceptable means, and District 7

personnel from its Station 31, or the next available station, shall rendezvous with the City's marine officer(s) at the Patrol Boat's Marina slip for response. If District 7 personnel are called to respond to an incident on the water, it shall only be necessary for the City to staff the Patrol Boat with one marine officer rather than two in situations where District 7 personnel participate. The Patrol Boat shall be operated at all times by the City's marine officer(s).

**4. Individual Requiring Advanced Life Support.** If District 7 personnel treat an individual who requires advanced life support services, its personnel shall attempt to stabilize the individual, and the City's marine officer(s), in coordination with District 7's personnel, shall bring and dock the Patrol Boat at the nearest appropriate accessible land site (generally where a dock is located) where the treated individual may be transported to the closest appropriate treatment site.

**5. Insurance and Hold harmless Provisions.** The City and District 7 shall each carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party in any Patrol Boat response whether it be the City or Fire District. Each party agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause, arising out of or connected with the performance of this Agreement, and to indemnify and hold the other party hereto and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that party's employees, of this Agreement. All liability for salaries, wages, and other compensation of each party's employees shall be that of the respective employer.

**6. Patrol Boat Maintenance.** The City shall be responsible for maintaining and operating the Patrol Boat in a good, clean, and safe condition. The City shall also be solely responsible for insuring the Patrol Boat against any damage caused to it from whatever source, or from any damage to persons or property of others caused by the Patrol Boat or its operation. If any major improvements to the Patrol Boat are contemplated that would be mutually advantageous to the operations of each party, appropriate representatives from the City and Fire District 7 shall meet in a spirit of cooperation to discuss how those improvements will be paid for.

**7. Patrol Boat Use Guidelines.** Representatives from each party shall meet from time to time, as deemed appropriate by either party, to discuss and develop rules and/or guidelines for their joint use of the Patrol Boat so that it may be used in the most efficient and safe manner possible. Any rules or guidelines which are agreed to shall be placed in writing and signed by an appropriate representative from each party. All personnel from both Fire District 7 and the City shall be fully advised of all such rules or guidelines as they are developed.

**8. Termination.** This Agreement shall remain in effect indefinitely until terminated by either party according to the provisions of this section. Either party shall have the right to terminate this Agreement and the cooperative effort created hereby, by supplying advance written notice to the other party of its intent to terminate the provisions of this Agreement. The actual termination date shall be set forth in the termination notice and shall not terminate without at least thirty (30) days after service of the notice on the other party. The termination notice shall be served either personally, with the receiving party signing a receipt therefore, or by certified mail, return receipt required. The notice shall be deemed served on the date the receipt is signed in the case of personal service, or two business days after the notice is mailed from a US postal drop in Kitsap County by certified mail, return receipt requested.

For purposes of receiving written notices under this Agreement from each other, the contact liaison person for each, and address for submitting notices to the other, are as follows for District 7,

**KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7**

c/o CHIEF **MIKE BROWN**  
1974 Fircrest Drive SE  
Port Orchard, WA 98366  
Phone: 360-871-2426

and as follows for the City,

**CITY OF PORT ORCHARD POLICE DEPARTMENT**

c/o CHIEF **ALAN L. TOWNSEND**  
546 Bay Street  
Port Orchard, WA 98366  
Phone: 360-876-1700

If the name or address of the contact/liaison person for either party ever changes, that party shall promptly notify the other party of its new contact/liaison person and/or address for the receipt of notices.

**9. Cooperation / Disputes.** These 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 their constituents.

If any disputes arise between the parties regarding this Agreement and its implementation and/or interpretation that are not quickly resolved, each party shall take all necessary steps 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.

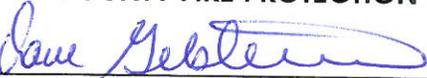
**10. Complete Agreement.** This Agreement constitutes the full and complete agreement of the parties as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

**11. Approval of Parties.** DISTRICT 7's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the 22<sup>nd</sup> day of January, 2004 and authorized the individuals signing this Agreement hereafter to sign the same on its behalf. The CITY's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the \_\_\_ day of \_\_\_\_\_, 2004 and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

**12. 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.

**13. Agreement to be Filed with County Auditor.** Pursuant to RCW 39.34.040, this inter-local agreement shall be filed with the Kitsap County Auditor by the City as soon as reasonably practical after both parties have duly executed it. The City shall thereafter provide a fully conformed filed copy hereof to Fire District 7.

**KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7**

by:  Date of Signing: 01-22-2004  
**DAVE GELSLEICHTER**, Board Chairperson

by:  Date of Signing: 1-22-04  
**MIKE BROWN**, Fire Chief

by:  Date of Signing: 1/22/04  
**RICK GROSS**, Secretary

**CITY OF PORT ORCHARD**

by:  Date of Signing: 1/29/2004  
**KIM E. ABEL**, Mayor

Attest:

by:  Date of Signing: 1/29/04  
**CAROL ETGEN**, City Clerk