


Cover Sheet - RCW 65.05.047

Return Address KITSAP COUNTY Sheriff's Office
614 DIVISION ST, MS-37
P+Orchard, WA 98366

KITSAP COUNTY SHERIFF 201503190070
Agreement Rec Fee: \$ 76.00
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Dolores Gilmore, Kitsap Co Auditor


Type or print information legibly.

Document Title(s): Interlocal agreement between KCGO and
OK Fire

Auditor's File Number of Document (s) Referenced: _____

Grantor(s) person(s) that conveys, sells or grants interest in property: _____

Kitsap County Sheriff's Office
Central Kitsap Fire + Rescue

Grantee(s) person that buys, receives or to whom conveyance of property is made: _____

Kitsap County Sheriff's Office
Central Kitsap Fire + Rescue

Abbreviated Legal Description:

- Quarter, Quarter, Section, Township, Range; **OR**
- Plat/Condo Name, lot or unit number, building or block number; **OR**
- Short Plat, Large Lot number, lot number and auditor file number

Assessor's 14 digit Tax Parcel Number: _____

**INTERLOCAL AGREEMENT BETWEEN
CENTRAL KITSAP FIRE AND RESCUE &
KITSAP COUNTY SHERIFF'S OFFICE
REGARDING
THE USE OF THE KITSAP COUNTY SHERIFF'S OFFICE
ALMAR PATROL BOAT**

This Agreement is entered into this ^{27th} day of ~~FEBRUARY~~, 2015, between **CENTRAL KITSAP FIRE AND RESCUE**, a Washington municipal corporation, hereinafter referred to as "CKFR", and the **KITSAP COUNTY SHERIFF'S OFFICE**, a county entity, hereinafter referred to as "SHERIFF'S OFFICE". Herein, CKFR and the SHERIFF'S OFFICE 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 Sheriff's Office has a 32' Almar run-about patrol boat ("Patrol Boat"), which it maintains at the Olympic View Marina ("Marina") in Seabeck. The Sheriff's Office and CKFR have agreed there is a mutual need for them to cooperate regarding emergencies occurring on the waters of Hood Canal accessible by the Patrol Boat: the Sheriff's Office will provide policing/ rescue services, and CKFR will provide emergency medical services/ rescue services and other appropriate aid. It is anticipated CKFR will be contacted on a relatively limited basis (approximately six times per year) to provide it 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 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 Sheriff's Office shall maintain the Patrol Boat at a permanent slip at the Olympic View Marina. Moorage fees for the slip will be split 50/50 between the Kitsap County Sheriff's Office and Central Kitsap Fire and Rescue.

2. **CKFR Equipment on Patrol Boat.** During the term of this Agreement, CKFR shall maintain the following equipment: a float-a-pump for use in fighting fires; minimal first aid supplies; and a back board.

3. **Notification to CKFR to Participate in Rescue Operation/ Patrol Boat Staffing.** When the Sheriff's Office's marine deputies are notified to respond to a water rescue, and where the information received indicates there may be injuries, or when

special qualifications of CKFR may be otherwise helpful, CKFR shall be notified through CENCOM or other acceptable means, and CKFR personnel from its Station 56, or the next available station, shall rendezvous with the Sheriff's Office marine officer(s) at the Patrol Boat's Marina slip for response. If CKFR personnel are called to respond to an incident on the water, and no Sheriff's Office marine deputies are available to respond, trained CKFR personnel may operate the patrol boat. At least one deputy (preferably a marine services deputy) should accompany CKFR personnel on responses.

4. **Individual Requiring Advance Life Support.** If CKFR personnel treat an individual who requires advanced life support services, its personnel shall attempt to stabilize the individual, and the Sheriff's Office marine deputy(s), in coordination with CKFR'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 Sheriff's Office and CKFR 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 Sheriff's Office or the 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 the 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.

The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

6. **Patrol Boat Maintenance.** The Sheriff's Office shall be responsible for maintaining the Patrol Boat in a good, clean and safe condition. The Sheriff's Office shall also be solely responsible for insuring the Patrol Boat against any damage caused 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 Sheriff's Office and CKFR shall meet in a spirit of cooperation to discuss how these 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 appropriate representative from each party. All personnel from

both CKFR and the Sheriff's Office shall be fully advised of all such rules or guidelines as they are developed.

8. **CKFR Training**. All CKFR personnel who will be operating the patrol boat shall obtain a Washington State Boater Education Card and complete the Sheriff's Office Qualification Course.

9. **Termination**. This Agreement shall remain in effect for five (5) years from the date signed, or 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 with at least thirty (30) days after the 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 receipt is signed in the case of personnel 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 CKFR,

CENTRAL KITSAP FIRE AND RESCUE

c/o **CHIEF SCOTT WENINGER**
5300 NW Newberry Hill Rd., Suite 101
Silverdale, WA 98383
Phone: 360-447-3550

And as follows for the Sheriff's Office,

KITSAP COUNTY SHERIFF'S OFFICE

c/o **SHERIFF Gary Simpson**
614 Division St. MS-37
Port Orchard, WA 98366
Phone: 360-337-7101

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.

10. **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 reasonable accommodating of the interests and concerns of the other party.

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

12. **Approval of Parties.** CKFR's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the 9th day of February, 2015 and authorized the individuals signing this Agreement hereafter to sign the same on its behalf. The SHERIFF'S OFFICE duly considered and entered into this Agreement on the 27th day of February, 2015.

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

14. **Agreement to be Filed with County Auditor.** Pursuant to RCW 39.34.040, the inter-local agreement shall be filed with the Kitsap County Auditor by the Sheriff's Office as soon as reasonably practical after both parties have duly executed it. The Sheriff's Office shall thereafter provide a fully conformed filed copy hereof to CKFR.

CENTRAL KITSAP FIRE AND RESCUE

by: [Signature] Date of Signing: 2-9-15
DAVID FERGUS, Board Chairperson

by: [Signature] Date of Signing: 2-9-15
SCOTT WENINGER, Fire Chief

by: [Signature] Date of Signing: 2.9.15
KEN BAGWELL, Secretary

KITSAP COUNTY SHERIFF'S OFFICE

by: [Signature] Date of Signing: 2.27.15
Gary Simpson, Undersheriff