

# INTERLOCAL AGREEMENT

## BETWEEN

### PORT OF KINGSTON AND NORTH KITSAP FIRE AND RESCUE

COME NOW the PORT OF KINGSTON, a Washington Port District (hereafter "the PORT") and NORTH KITSAP FIRE AND RESCUE, a Washington State Fire District (hereafter "NKFR"), who enter into this agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the following:

#### I. PURPOSE

The purpose of this agreement is to utilize money set aside by the PORT for the replacement of fire lines in such a manner as to provide increased fire protection at the PORT while also increasing NKFR's ability to perform its fire fighting, search and rescue functions.

FOR AND IN CONSIDERATION of the mutual benefit to be derived herefrom, the adequacy of which is acknowledge by each party's authorized representatives affixing their signatures hereto, the parties now make and enter into the following:

#### II. AGREEMENT

A. NKFR will select a design and order the construction of a fire-search-rescue-boat (hereafter "the boat") that will have foam fire fighting equipment permanently installed aboard it. Such boat shall be reasonably capable of extinguishing fires on the docks and floats, as well as aboard fiberglass boats at the PORT.

B. Upon NKFR's acceptance of the completed boat from the builder, the PORT within thirty (30) days, will pay NKFR Fifty Thousand and no/100 Dollars (\$50,000.00).

C. The boat will be moored at the PORT. A moorage slip and electricity will be provided by the PORT at no charge to NKFR for the entire term of this Agreement including any extensions. Although the boat will serve a large geographic area, it shall be primarily stationed in Appletree Cove. NKFR shall be permitted to remove the boat from Appletree Cove when necessary for emergency responses, training, repairs and maintenance.

D. NKFR shall own, operate and maintain the boat at its sole expense. The PORT shall have no ownership interest in or lien upon the boat; however, all services provided to the PORT by NKFR will be on a "no charge" basis for equipment, expendables, and personnel.

E. Upon NKFR accepting the boat from the builder, the PORT, at its sole expense, will dismantle the PVC fire lines currently in place on its docks and install one 2-1/2 inch NPT fitting at the head of each dock. Such fittings and all water lines serving them shall be the responsibility of the PORT, shall be maintained by the PORT and shall be charged with water at all times.

F. As a condition precedent to performance by either party, NKFR will obtain written confirmation from all relevant state and local fire officials that the PORT's fire fighting system created by this agreement will satisfy all existing requirements for such facilities. It is the parties' intention that the PORT will improve its fire fighting ability by entering into this agreement and that future changes in staffing at the regulatory and enforcement levels will not result in a direction to the PORT to reinstall the eliminated fire lines or to install additional fire fighting equipment unless the PORT substantially changes its size, purpose, or nature of services delivered. In agreeing to this provision NKFR makes no special guarantees or representations that the PORT's fire fighting system is suitable for the purposes intended by the PORT and the PORT agrees to hold NKFR and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred in relation to any and all claims for injury or damages relating to or arising from the PORT's fire fighting system. The PORT recognizes that the District has no authority to enforce any ordinances or codes enacted by Kitsap County or other state or local jurisdictions including fire codes and building codes and the inspections required under such codes. NKFR assumes no responsibility or liability for future improvements to the PORT's fire fighting system.

G. NKFR hereby agrees to defend and hold harmless the PORT, its Commissioners, employees and agents from any and all claims made for injury or damage relating to the use, maintenance or storage of its boat.

H. This agreement shall have a minimum duration of ten (10) years and shall be automatically extended for every year thereafter that NKFR keeps the boat in service.

I. The fire and emergency medical services provided by NKFR to the PORT under this Agreement shall be rendered on the same basis as such protection is rendered to other areas within the Fire District or with which NKFR has contracts, but NKFR assumes no liability for failure to provide such services by reason of any circumstances beyond its control. In the event of simultaneous fire or medical aid calls whereby facilities of NKFR are taxed beyond its ability to render equal protection, the officers and agents of NKFR shall have discretion as to which call shall be answered first. NKFR shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

J. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

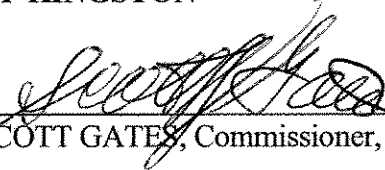
K. Each party shall provide insurance coverage for all facilities and equipment owned or purchased by such party and used under the terms of this agreement.

L. If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

M. This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties.

DATED at Kingston, Washington this 22nd day of October, 2001.

**PORT OF KINGSTON**

By:   
SCOTT GATES, Commissioner, Chairman

By:   
THOMAS COULTAS, Commissioner

By:   
EUGENE LEVER, Commissioner

**NORTH KITSAP FIRE AND RESCUE**

By: *Gillian Gregory*  
GILLIAN GREGORY, Chairman