

INTERLOCAL AGREEMENT

Between

**Kitsap County Fire Protection District No. 10
(Db. North Kitsap Fire & Rescue)**

And

**Jefferson County Fire Protection District No. 3
(Db. Port Ludlow Fire & Rescue)**

This memorandum of Understanding is entered into this 14th day of June, 2016 by and between Kitsap County Fire Protection District No. 10 (dba Kitsap Fire & Rescue), hereafter referred to as NKFR, and the Jefferson County Fire Protection District No. 3 (dba Port Ludlow Fire & Rescue), hereafter referred to as PLFR.

WHEREAS, NKFR and PLFR share a commitment to providing effective and efficient response to incidents on Puget Sound waterways to include, but not limited to, Hood Canal, Port Gamble Bay and the Straits of Juan de Fuca, in both Jefferson and Kitsap County.

WHEREAS, NKFR is the sole owner of a 2002 - 29' Aluminum Boat built by Lifetimer Boats, Inc. Serial# Z1115735A202, "Vessel" which was the primary response vessel for water related incidents, including but not limited to, providing a safety platform for fire, EMS, rescue and other emergencies in the NKFR response areas. NKFR has updated its fleet with a newer vessel and wishes to relocate the Vessel in a location on the west side (Hood Canal) side of its jurisdiction to better serve its response needs.

WHEREAS, PLFR does not have a vessel for marine response in its jurisdiction and is located within a reasonable response to assist NKFR with marine coverage on the Hood Canal side of NKFR's jurisdiction. Both parties agree that it would be advantageous to NKFR and PLFR to locate the boat in Port Ludlow to facilitate a quicker response and protection on the waterways for both agencies.

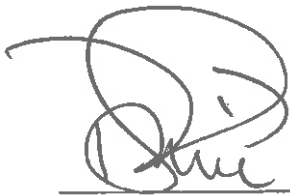
NOW THEREFORE, the parties agree as follows:

- 1. NKFR will maintain ownership of the Vessel until such time as any subsequent agreements are established.**
- 2. The Vessel will be moored in the Port Ludlow Marina and the costs for mooring, electricity, and other fees associated with the mooring of the Vessel will be the responsibility of PLFR.**

3. When a water related incident is reported, either in Jefferson or Kitsap County, PLFR will respond with the Vessel to either jurisdiction providing staffing allows. In the event that PLFR is unable to respond with the Vessel, PLFR will notify the requesting agency of its inability to respond with the Vessel. Additionally, NKFR retains the right to respond to Port Ludlow Marina and use the Vessel for response, training, service, etc. with its personnel. In such an event, NKFR will notify PLFR of the circumstance and the status of the Vessel
4. A circumstance may exist in which the Jefferson County Sheriff may request the use of the Vessel for response in a law enforcement capacity. In such requests, PLFR personnel will be responsible for the operation of the Vessel and assist the Jefferson County Sheriff with the task at hand. In the event PLFR personnel determine the activities are not safe or there are threats to the integrity and safety of the Vessel, PLFR personnel shall have the authority to cancel the response.
5. Maintenance of the Vessel shall be the responsibility of PLFR. All maintenance work on the Vessel shall be performed by NKFR or a vendor of approved in advance by NKFR. In the event of the catastrophic failure of the Vessel, PLFR and NKFR shall work together on the repair, replacement or resolution to the issue(s). PLFR shall use the established maintenance and inspection checklist established by NKFR and may increase the list, but not reduce the items on the list without written permission by NKFR's Fire Chief or designee.
6. The party using the Vessel shall furnish all required fuel and lubricants necessary for the day to day operation of the Vessel.
7. PLFR shall maintain a Vessel log documenting the use and hours. The established log will be developed and agreed to by both NKFR and PLFR. The log shall be maintained on the vessel at all times and indicate the use (response or training) and inspections. At minimum, the documentation shall include the name/title, engine hours, date/time (start & finish), any issues discovered/developed and the method of reporting for repair/replacement (verbal & to whom, electronically, etc.). As of the date of this agreement, PLFR's program manager is Lt. Rodney Gregory. Lt Gregory shall maintain and ensure the log is up to date, any issues have been reported/corrected and maintain contact with NKFR Maintenance Division on the status of vessels service requirements, repairs, or other needs.
8. PLFR shall coordinate and comply with NKFR's marine training program standards to ensure PLFR personnel are trained properly by NKFR staff on the vessel as well as maintaining a consistency with the level of training between NKFR and PLFR.
9. Responsibility for any uninsured damages incurred to the vessel, equipment or electronics will be to the party (NKFR or PLFR) having operational control of the vessel at the time the damage occurred.

10. **Property Insurance.** PLFR agrees to provide property insurance coverage for the Vessel. PLFR shall furnish to NKFR, appropriate documentation showing that such coverage is in effect and that the Jones Act is included in the policy.
11. **Liability Insurance.** Each party shall carry public liability insurance, in amounts and with companies satisfactory to the other party, insuring against any claims for personal injuries and third party property damage arising out of the use, control, operation, or maintenance of the Vessel.
12. Each party agrees to indemnify and defend, and hold harmless the other party, its agents, officers and employees from all claims whatsoever that may arise against the other party as a result of the negligent, willful or intentional acts or omissions of the party or their respective public safety personnel.
13. Each party shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that party's acts or omissions.
14. This ILA will auto renew each year, or until such time as either party provides amendments or terminates the agreement. This ILA may be terminated or amended by either party upon THIRTY (30) days prior written notice.
15. **Miscellaneous:**
 - a. **Administration.** This Agreement shall be administered by the District Fire Chiefs or Designee.
 - b. **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by a party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.
 - c. **Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.
 - d. **Severability.** 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.
 - e. **Modification.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

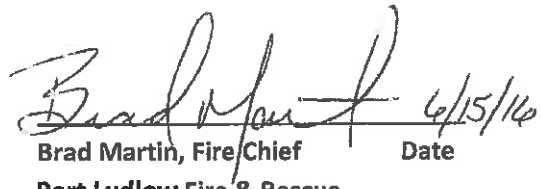
- f. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- g. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- h. **Filing/Web Site.** Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on either of the party's websites in accordance with RCW 39.34.040.



Dan Smith, Fire Chief
North Kitsap Fire & Rescue

6-16-16

Date



Brad Martin, Fire Chief
Port Ludlow Fire & Rescue

4/15/16

Date