

**INTERLOCAL AGREEMENT
REGARDING WATERBORNE INCIDENTS IN KITSAP COUNTY
AMONG**

- 1. BAINBRIDGE ISLAND FIRE DEPARTMENT;**
- 2. BREMERTON FIRE DEPARTMENT;**
- 3. CENTRAL KITSAP FIRE AND RESCUE;**
- 4. NORTH KITSAP FIRE AND RESCUE;**
- 5. POULSBO FIRE DEPARTMENT;**
- 6. SOUTH KITSAP FIRE AND RESCUE;**
- 7. BAINBRIDGE ISLAND POLICE DEPARTMENT;**
- 8. KITSAP COUNTY SHERIFF'S OFFICE;**
- 9. PORT GAMBLE/S'KLALLAM TRIBAL POLICE; - DID NOT SIGN**
- 10. PORT ORCHARD POLICE DEPARTMENT;**
- 11. POULSBO POLICE DEPARTMENT; AND - DID NOT SIGN**
- 12. SUQUAMISH TRIBAL POLICE DEPARTMENT- DID NOT SIGN**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into among: Bainbridge Island Police Department, Kitsap County Sheriff's Office, Port Orchard Police Department, and Poulsbo Police Department, (hereafter collectively referred to as "**Law Agencies**"); and Bainbridge Island Fire Department, Bremerton Fire Department, Central Kitsap Fire and Rescue, North Kitsap Fire and Rescue, Poulsbo Fire Department, South Kitsap Fire and Rescue, (hereafter collectively referred to as "**Fire Agencies**"); and Port Gamble/S'Klallam Tribal Police, and Suquamish Tribal Police (hereafter collectively referred to as "**Tribal Agencies**"). All parties will also be collectively referred to generically as "Agencies" or "Parties", or singularly as "Agency" or "Party."

Washington State's Interlocal Cooperation Act, RCW, Chapter 39.34, encourages governmental 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. It is acknowledged that some of the parties to this Agreement are governed by federal law, and to the extent federal law may be in conflict with Washington's Interlocal Cooperation Act, the provisions of federal law shall control.

Kitsap County has large expanses of salt water bodies of water and salt water coast lines (hereinafter also simply referred to as "Response Area"). The Response Area encompasses Hood Canal, Sinclair Inlet, Port Washington Narrows, Port Orchard

Narrows, Rich Passage, Dyes Inlet, Liberty Bay, Port Gamble Bay, and all navigable waters in or bordering Kitsap County, and those immediately adjacent to Naval Base Kitsap at Bangor and Puget Sound Naval Shipyard, all as illustrated on "EXHIBIT A", which by this reference is incorporated herein and made a part hereof.

Among the Agencies, the responsibility for responding to waterborne emergencies (also herein referred to as "Incident" or "Incidents") at any portion of the Response Area rests with the Agency within whose jurisdictional boundaries the Incident occurs. Often, when a waterborne emergency occurs, it is difficult to determine exactly which Agency has the responsibility to respond because jurisdictional boundaries on the water are not as distinct as on the land, and often, the Agency best suited to respond is not the Agency having jurisdictional responsibility for that portion of the Response Area where the Incident occurs.

It is a common occurrence for emergency response agencies to call on one another for assistance under a general program called "automatic/mutual aid". It occurs daily on the land, and whenever practical on the water. On land, some of the requests from one agency to another are automatically dispatched so the agency best able to respond, regardless of jurisdictional responsibility, is dispatched.

It is the goal of this Agreement to establish automatic/mutual aid type cooperation among the Agencies, whereby the Agency closest to an Incident, and best able to initially respond, will be automatically dispatched to respond to that particular Incident. The Agency in whose jurisdiction the Incident occurred, however, would be responsible to coordinate and handle that portion of the response lasting beyond the first several hours. It is hoped this arrangement will increase the efficiencies and effectiveness of emergency responses to Incidents on the waters of Puget Sound located within and bordering Kitsap County. It is not the intent of this Agreement, however, to create a mutual aid agreement dealing only with substantial disasters as authorized in RCW 38.52.091, or to abrogate, supersede, or alter any other mutual aid agreement among the Agencies or any of them.

At present, dealing with waterborne emergencies represents a small portion of the services provided by each Agency. Economies of scale, and greater efficiencies, could therefore be achieved if all Agencies work together to address and respond to such emergencies by dispatching the Agency best able to respond regardless of which Agency has primary jurisdictional responsibility.

The United States Coast Guard (USCG) is the primary rescue organization for the navigable waters of Puget Sound. It is the goal of this Agreement to have the Fire Agencies, the Law Agencies, and the Tribal Agencies support each other in responding to those Incidents the USCG cannot timely respond to or those Incidents the USCG does not typically respond to, with available personnel and resources according to the provisions of this Agreement.

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

1. Effective Date. This Agreement shall be effective when a minimum of eight of the named Agencies have signed it, and shall remain in effect until canceled as hereinafter set forth. The additional Agencies named herein who do not initially sign it, shall become a part of the Agreement at such time when they execute it. Upon execution of the Agreement by an Agency, it shall send an original of its signature page to CENTRAL KITSAP FIRE & RESCUE, so that Agency may assemble and monitor an original of the executed Agreement. CENTRAL KITSAP FIRE & RESCUE shall keep all member Agencies apprised on an ongoing basis of the identities of the Agencies participating in this Agreement. An Agency may also terminate its participation under this Agreement, and as a result, have this Agreement terminate as to that Agency without causing termination of the Agreement as to the other Agencies as hereinafter set forth.

2. Responsibilities: Each Fire Agency, Law Agency, and Tribal Agency shall:

(1) Assist any Agency, upon request and as practicable, by providing available resources and personnel on a case-by-case basis. Requests shall be directed to CENCOM verbally, or as established by pre-determined response lists for automatic dispatch to waterborne support Incidents as agreed to in writing by the involved Agencies;

(2) Be responsible to coordinate and conclude any “long term” Incident response work in its jurisdictional waters that last beyond the initial several hours of response time. For example, such long term work might involve dealing with the aftermath of an oil spill or ongoing search and rescue efforts;

(3) Inform the requesting Agency immediately if, for any reason, assistance cannot be rendered; and

(3) Maintain operational control over its respective units (personnel and equipment) during any response, including the right to withdraw units committed to a waterborne Incident at any time.

3. Response Determination. Although each Agency shall strive to aid a requesting Agency in responding to an Incident, an Agency requested to respond into another Agency’s jurisdictional response area shall make the determination, at any given time, and in its sole discretion, as to whether it possesses sufficient personnel and equipment to make the requested response without significantly jeopardizing its response obligations within its own jurisdictional area. Further, if an Agency does respond to an Incident in another Agency’s jurisdictional response area, and if during that response,

circumstances warrant termination of its response because of response needs in its own jurisdictional response area, it shall have the right to terminate its said response prior to resolution of the Incident. Any time an Agency requested to respond to an Incident in another Agency's jurisdictional response area determines it will be unable to make the response, or determines a response effort must be terminated prior to completion, it shall so notify the requesting Agency as soon as reasonably possible after determining it cannot respond or that its response must be terminated prior to completion.

4. No Reimbursement. All response aid described in this Agreement shall be provided on a non-reimbursable basis unless prior written agreement is obtained from the pertinent Agencies involved. Unless allowed in a separate written agreement executed by the pertinent Agencies, all Agencies hereby release and waive all claims against every other Agency, including that Agency's principals, agents, and employees, for compensation of any kind or nature regarding all services rendered (including all labor, fuel, materials and equipment involved) to the other as herein described.

5. Review. This Agreement shall be reviewed annually by each Agency to evaluate: its effectiveness; what modifications might be warranted; and to determine if it is in that Agency's best interests to continue as a participant. If an Agency determines Agreement modifications are warranted, it shall notify all other Agency's in writing of the modifications it seeks and the reasons therefore. The Agencies shall then work together in a cooperative effort to determine if this Agreement should be modified.

6. Cooperation / Disputes. The Agencies 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 all Agencies and their constituents.

If any disputes arise among any Agencies 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 Agencies involved in the dispute.

7. Indemnification / Hold Harmless Provisions. Each Agency ("acting Agency") shall hold every other Agency ("non-acting Agency") harmless, and indemnify, and defend the non-acting Agencies, including their elected officials, officers, employees, and agents, from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) which result from or arise out of the acting Agency's sole negligence in connection with or incidental to the performance or non-performance of its response activities pursuant to this Agreement.

In the event more than one Agency is negligent in the performance or non-performance of its activities hereunder, each negligent Agency shall be liable for its contributory share of negligence as determined in any resulting legal action.

As to any claims asserted against an Agency because of its conduct hereunder, such Agency expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees to the obligations imposed upon it to indemnify, defend, and hold harmless the other Agencies as provided in this Agreement. By executing this Agreement, each Agency acknowledges the foregoing waiver has been mutually negotiated.

The provisions of this section shall survive the termination of this Agreement as to any Agency.

8. Limited Waiver of Sovereign Immunity. The Tribal Agencies voluntarily enter into a limited waiver of their respective sovereign immunity from suits arising from their respective actions or non-action pursuant to this Agreement, on the following terms and conditions: The Tribal Agencies consent to the jurisdiction of the United States District Court for the Western District of Washington at Tacoma. This waiver shall also apply to the provisions of section 7 of this Agreement. The provisions of this section shall survive the termination of this Agreement as to each Tribal Agency regarding its/their actions engaged in while it/they were a party to this Agreement.

9. Independent Contractor. In providing services under this Agreement, each Agency shall be deemed an independent contractor, and neither it or its officers, agents, or employees, shall be deemed employees of any other Agency for any purpose whatsoever.

10. No Third Party Benefits. This Agreement shall be for the sole benefit of the Agencies hereto, and nothing contained herein shall create a contractual relationship with, create a legal duty to, or create a cause of action in favor of, a third party against any Agency.

11. Amendments or Cancellation / Notice Provisions. This Agreement is subject to revision, modification, or cancellation in accordance with the following:

A. Amendments. Requests by any Agency to amend this Agreement shall be forwarded by written notice to the other Agencies. The written notice shall set forth in particular the amendment(s) sought, and all reasons therefore. The Agencies shall then communicate with one another regarding acceptance, rejection, or modification to any requested amendments. Any amendments to this Agreement shall be deemed effective as of the final date all Agencies have signified their acceptance thereto in writing.

B. Cancellation of Participation. Any Agency may cancel its participation under this Agreement, and as a party to this Agreement, by submitting written notice of its decision to cancel at least 90 days in advance of the stated termination date to all other Agencies. The termination date set forth in the notice shall fall on the last day of the month stated in the notice, and on the termination date, the Agency submitting its notice shall cease to be a party to this Agreement.

C. Notices. All notices referenced in this Agreement shall be in writing and sent by certified mail, return receipt requested, to each Agency at that Agency's address set forth below its signature line at the conclusion of this Agreement. An Agency may change the address at which it accepts notices by submitting written notice of its changed address to the other Agencies.

12. Financial Considerations. The Interlocal Cooperation Act requires the Agencies to establish how their joint undertaking shall be financed and what budget(s), if any, will be maintained therefore. In answer to that statutory directive, each Agency 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 carrying out the terms of this Agreement. Each Agency shall make adequate provisions in its own agency budget for carrying out its obligations hereunder.

13. Management of Agreement. The Agencies will not establish any separate legal or administrative entity to manage or coordinate their activities under this Agreement.

14. Acquiring, Holding, & Disposing of Jointly Acquired Property. The Interlocal Cooperation Act requires that the Agencies 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 each Agency used in implementing this Agreement shall remain that Agency's sole property and remain under its sole control. If any Agencies 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. Complete Agreement. This Agreement constitutes the full and complete agreement of the Agencies as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever.

16. Reasonable Interpretation. For the reason that all Agencies have had ample opportunity to provide input for the preparation of this Agreement, it shall not be interpreted in favor of or against any Agency: it shall be provided a reasonable

interpretation to the end that its terms and intent may be fully and reasonably implemented.

17. 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. It is expected this Agreement will be signed in counterparts and so separate signature pages have been attached for each signing agency.

18. General Provisions.

A. Severability. In the event any provisions of this Agreement are determined unenforceable, or otherwise invalid, by a tribunal of competent jurisdiction, the remaining provisions shall nevertheless remain in effect and continue to be enforceable, unless the primary purposes of this Agreement are rendered null by the provisions declared invalid.

B. Governing Law and Venue. The laws of the State of Washington shall govern this Agreement. Venue for any legal action shall be in Kitsap County Superior Court, except for matters involving the Tribal Agencies, in which case the venue shall be with the United States District Court, Western District of Washington in Tacoma.

C. Attorney's Fees. In the event of litigation regarding this Agreement, each Agency shall be responsible for its own legal fees and expenses, except as otherwise explicitly stated in this Agreement.

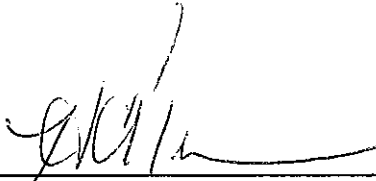
D. Waiver of Breach. The waiver by an Agency of the breach of any provision of this Agreement by any other Agency shall not operate nor be construed as a waiver of any subsequent breach by such other Agency.

E. Authorization to Sign / Contact Information. In signing this Agreement, each Agency representative signing on behalf of his or her Agency warrants he or she has received or obtained the legal authority to enter into this Agreement and to bind his or her Agency to the terms hereof. The correct mailing address, telephone number, and contact person for each Agency regarding matters pertaining to this Agreement are set forth directly after each Agency signature line at the conclusion of this Agreement.

19. Agreement to be Filed with County Auditor. Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor by CENTRAL KITSAP FIRE & RESCUE as soon as reasonably practical after all Agencies have duly executed it. The filing party shall thereafter provide a fully conformed filed copy hereof to the other Agencies.

IN WITNESS WHEREOF, each Agency has signed this Agreement to evidence its consent to all terms hereof as of the date appearing by each Agency's signature:

BAINBRIDGE ISLAND FIRE DEPARTMENT

by:  _____ Date: Nov. 6, 2007
Print Name: Hank Teran
FIRE CHIEF

Address: 8895 Madison Ave.
Bainbridge Island, WA. 98110

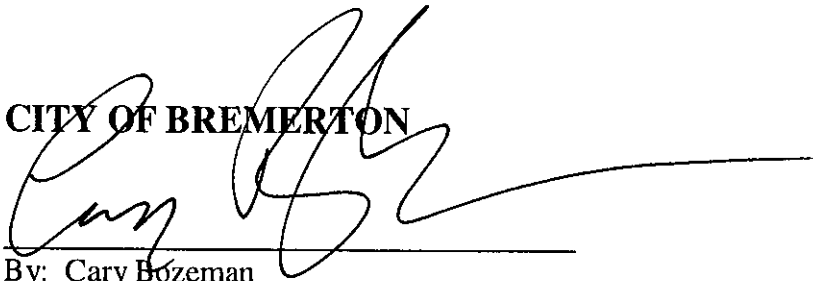
Agency Phone Number: (206)842-7686

Contact Person: Hank Teran

Contact Person's Phone Number(s): (206)842-7686

Contact Person's Position: Fire Chief

CITY OF BREMERTON



By: Cary Bozeman
Its: Mayor

DATE: 3/10/08

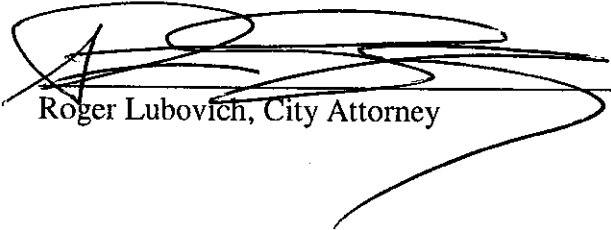
ATTEST:



By: Carol Eigen
Its: City Clerk

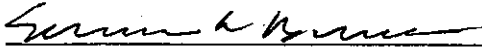
DATE: 3/10/08

APPROVED AS TO FORM:



Roger Lubovich, City Attorney

CENTRAL KITSAP FIRE & RESCUE

by:  Date: November 8, 2007

Print Name: Ken Burdette
FIRE CHIEF

Address: 5300 NW Newberry Hill Road #101
Silverdale, WA 98383

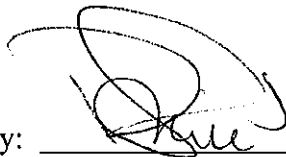
Agency Phone Number: 360-447-3550

Contact Person: Steve Hostetter

Contact Person's Phone Number(s): 360-447-3645

Contact Person's Position: Duty Chief

NORTH KITSAP FIRE & RESCUE

by:  _____ Date: 2-26-08
Print Name: Dan Smith
FIRE CHIEF

Address: 26642 Miller Bay Rd
Kingston, WA 98346

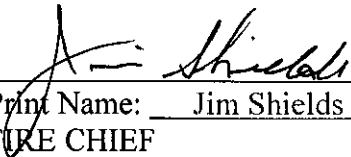
Agency Phone Number: 360-297-3619

Contact Person: Chris Smith

Contact Person's Phone Number(s): 360-297-3619

Contact Person's Position: LT

POULSBO FIRE DEPARTMENT

by:  Date: 10-23-07
Print Name: Jim Shields
FIRE CHIEF

Address: 911 NE Liberty Road
Poulsbo, WA 98370

Agency Phone Number: 360-779-3997

Contact Person: Thomas O'Donohue

Contact Person's Phone Number(s): 360-697-8282

Contact Person's Position: Deputy Chief Operations

SOUTH KITSAP FIRE & RESCUE

by: Wayne Senter Date: 11-8-07
Print Name: WAYNE SENTER
FIRE CHIEF

Address: 1974 FIRCREST DR SE.
PORT ORCHARD WA 98366

Agency Phone Number: 360-871-2411

Contact Person: DAN OLSON

Contact Person's Phone Number(s): 360-871-2411

Contact Person's Position: DEPUTY CHIEF

CITY OF BAINBRIDGE ISLAND

by: Darlene Kordomany Date: March 6, 2008
Print Name: Darlene Kordomany
MAYOR

Address: 280 MADISON AVE N.
BAINBRIDGE ISLAND, WA 98110

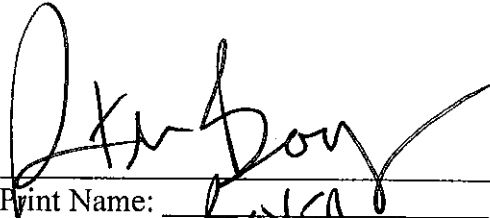
Agency Phone Number: (206) 842-2545

Contact Person: LT. BOB DAY

Contact Person's Phone Number(s): (206) 842-5211

Contact Person's Position: ADMIN. LIEUTENANT
MARINE UNIT SUPERVISOR

KITSAP COUNTY SHERIFF'S OFFICE

by: 
Print Name: BOTEA
SHERIFF

Date: 1-22-08

Address: 614 DIVISION ST. MS-37
PORT ORCHARD, WA. 98366


Agency Phone Number: 360-337-7101

Contact Person: CAMERON MANDEVILLE

Contact Person's Phone Number(s): 360-337-4441

Contact Person's Position: PATROL LIEUTENANT

PORT ORCHARD POLICE DEPARTMENT

by:  Date: 12-10-07
Print Name: ALAN L. TOWNSEND
POLICE CHIEF

Address: 546 BAY ST
PORT ORCHARD, WA 98366

Agency Phone Number: 360-876-1700

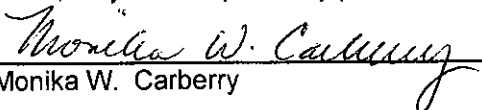
Contact Person: DALE SCHUSTER

Contact Person's Phone Number(s): 360-876-1700

Contact Person's Position: SERGEANT- MARINE PATROL SUPERVISOR

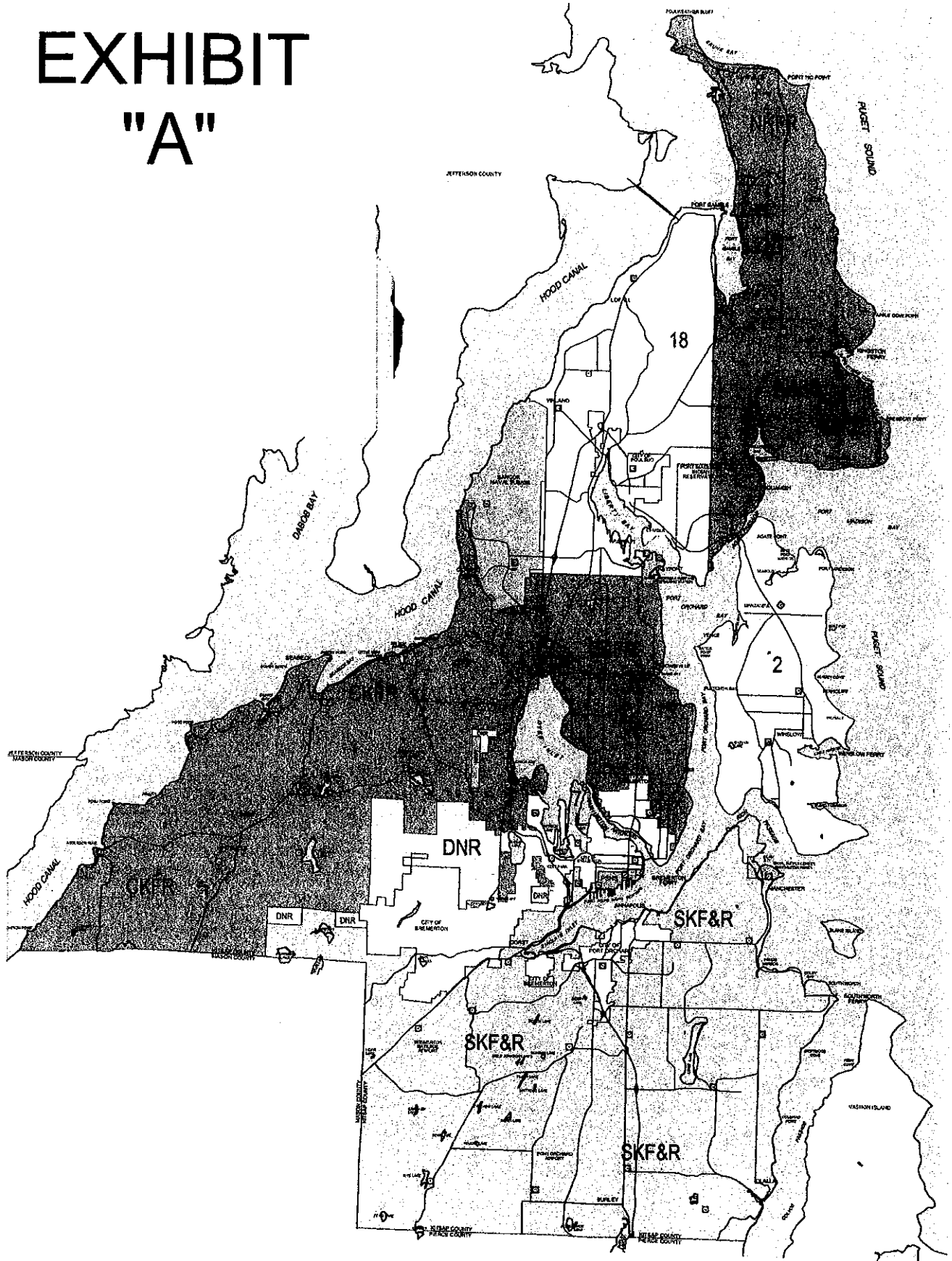
*Note added for information purposes by Monika Carberry, Administrative/Information Services Manager for Central Kitsap Fire & Rescue:

I am the individual responsible for filing this document with Kitsap County. For clarification purposes, I submit the following: (1) The main body of this Interlocal Agreement, plus all signature pages, totals 16 pages rather than the 19 or 20 pages referenced in the document's footer; (2) in addition to the referenced 16 pages, EXHIBIT "A" to the Agreement is also attached; (3) This Agreement was not executed by the following entities- Port Gamble/S'Klallam Tribal Police, Poulsbo Police Department, and Suquamish Tribal Police Department, and as a result, they are not presently parties to it.


Monika W. Carberry

Date: 11/12/08

EXHIBIT "A"



Name and Full Address

Central Kitsap Fire & Rescue

5300 NW Newberry Hill Road

Silverdale, WA 98383

CENTRAL KITSAP FIRE

200811130134

Agreement Rec Fee: \$ 59.00

11/13/2008 04:17 PM

Walter Washington, Kitsap Co Auditor

Page: 1 of 18



Please print neatly or type information.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Document Title(s): Interlocal Agreement Regarding Waterborne Incidents in Kitsap County

Additional reference #'s on page: _____

Reference Number(s) of related documents: N/A

Grantor(s):

Bainbridge Island Fire Dept; Bremerton Fire Dept; Central Kitsap Fire & Rescue; North Kitsap Fire & Rescue;

Poulsbo Fire Dept; South Kitsap Fire & Rescue; Bainbridge Island Police Dept; Kitsap County Sheriff's Office; Port Orchard Police Dept

Additional Grantors on Page: _____

Grantee(s):

Additional Grantee on Page: _____

Legal Description (abbreviated form: i.e. Plat name, lot, block, section, township, range, quarter/quarter).

N/A

Assessor's Property Tax Parcel/Account Number: N/A

I, _____, am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

AUDITOR'S NOTE
LEGIBILITY FOR RECORDING AND COPYING
UNSATISFACTORY IN A PORTION OF THIS
INSTRUMENT WHEN RECEIVED.