

**AN INTERLOCAL AGREEMENT  
BETWEEN THE POULSBO FIRE DEPARTMENT AND THE  
PORT OF POULSBO  
FOR FIRE PROTECTION**

This Agreement (the "Agreement") is entered into by and between the Port of Poulsbo, a Washington municipal corporation (the "Port") and Kitsap County Fire Protection District No. 18, a Washington municipal corporation also known as the Poulsbo Fire Department (the "PFD").

**WHEREAS**, the Port owns the Poulsbo Marina, which includes a parking lot and a building, within the PFD Fire District.

**WHEREAS**, the PFD owns a boathouse (the "PFD Boathouse") and a fire-search-rescue vessel with fire-fighting equipment permanently installed aboard it ("the Fireboat"). The Fire Boat provides the capacity for PFD to extinguish fires on the docks and floats, in the boathouses and aboard vessels at the Poulsbo Marina.

**WHEREAS**, the purpose of this Agreement is to allow the moorage of the PFD Boathouse and the Fireboat in the Poulsbo Marina in exchange for fire protection for the Port thereby providing the Poulsbo Marina with enhanced fire suppression and protection.

**NOW THEREFORE**, pursuant to chapter 39.34 RCW and RCW 52.30.020 the Port and the PFD agree as follows:

1. Port to Provide Slip for PFD Boathouse and Fireboat Without Moorage Charge. The Port hereby grants a non-transferrable license to PFD to use and occupy a slip in the Poulsbo Marina for purposes of mooring the PFD Boathouse and the Fireboat without a moorage charge for the term of this Agreement. However, the PFD shall be responsible for the payment of all utilities used by the PFD to the same degree and in the same manner as other marina tenants.
  
2. PFD to Provide Fire Protection and Emergency Medical Services. In exchange for the moorage described above the PFD shall provide fire protection and emergency medical response to all Port property and facilities, provide CPR/First Aid/AED certification training to Port staff, and include the Port logo on the fireboat, all without charge. The fire protection and emergency medical services shall be provided in the same manner and to the same degree as the same service is provided to other areas within the geographic limits of the PFD. In this regard, this Agreement shall not be construed to provide a special relationship or other exception to the Public Duty Doctrine that would require the PFD to provide a level of service to the Port that is different from the level of service provided in the balance of the geographic limits of the PFD. In the event of simultaneous emergencies at the Port and elsewhere in the PFD, the PFD shall have discretion as to

when and how the PFD responds to each emergency. All fire protection and emergency medical services provided to the Port by PFD will be on a "no charge" basis. The PFD maintains the authorization to charge patient(s) transport fees as they now exist or are hereinafter amended.

3. Term. This Agreement will commence on September 20 2017 and remain in effect until December 31, 2022. Thereafter it shall automatically renew for successive one (1) year terms unless either party provides notice on or before June 1<sup>st</sup> for termination as of the following December 31<sup>st</sup>.

4. RCW 52.30.020 and True and Full Value. This Agreement satisfies the requirements of RCW 52.30.020 and provides true and full value (as required by RCW 43.09.210) to the Port and the PFD.

5. Poulsbo Marina Regulations. Except as specifically modified herein, the PFD's license to use the slip shall, at all times, be subject to all terms and conditions of the Poulsbo Marina Regulations as they now exist or are hereinafter amended.

6. Fireboat Housed at Poulsbo Marina. Although the Fireboat will serve a large geographic area, it shall, during the term of this Agreement, be stationed at the Poulsbo Marina. PFD shall be permitted to remove the Fireboat as may be necessary for emergency responses, training, repairs and maintenance.

7. Ownership and Maintenance of the Boathouse and the Fireboat. PFD shall own, operate and maintain the PFD Boathouse and the Fireboat at its sole expense.

8. Relocation of the Moorage Slip. The Port reserves the right to require PFD to temporarily relocate the boathouse and PFD property therein to another location as may be necessary to perform maintenance within the Poulsbo Marina. The Port shall provide advance notice of the need for a move and the Port and PFD shall reasonably cooperate to facilitate the maintenance, the move and to minimize impact on the operations of the PFD.

9. Port Assistance. The Port may, on occasion and in its sole discretion, assist PFD with minor repairs of the PFD Boathouse. In such cases, the Port shall provide labor at no charge to PFD. PFD shall be responsible for all material costs. Minor repairs are defined as tasks requiring no more than 16 man hours to complete.

10. Poulsbo Marina Fire Protection. During the term of this Agreement, PFD will reasonably cooperate with the Port in providing documentation confirming the nature and extent of the fire protection provided to Poulsbo Marina under the terms and conditions of this Agreement.

11. Gate Access. The Port and the PFD shall mutually agree from time to time as to how many gate access keys will be required for the PFD. If no agreement can be reached, the Port will issue the number of keys it deems sufficient.
12. Fuel. The PFD shall pay the Port for fuel acquired from the Port. Fuel consumption by the PFD shall be recorded by the Port according to its normal procedure and invoiced to the PFD monthly. Payments are due within 30 days of date of invoice by the Port.
13. Electricity. The PFD shall pay the Port for the electricity used by the PFD's boathouse. Electricity consumption by the PFD shall be recorded by the Port according to its normal procedure and invoiced to the PFD quarterly. Payments are due within 30 days of the date of invoice by the Port.
14. 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 other Party at its address as any Party may designate at any time in writing to the following addresses:

TO PORT:                    PORT OF POULSBO  
   P.O. BOX 732  
   POULSBO, WA 98370

TO DISTRICT:                KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 18  
   911 LIBERTY ROAD  
   POULSBO, WA 98370

15. No Liability for Either Party. Except as expressly provided herein neither Party shall be liable to the other arising from emergency services provided at the Port or services provided pursuant to this Agreement.
16. Mutual Releases. Except as specifically provided herein, the Port and the District hereby forever releases or discharges each other, its officers, officials, employees, volunteers and/or agents from any claim arising from emergency services provided at the Port or services provided pursuant to this Agreement.
17. Liability to Other Party - Damage or Destruction to Apparatus or Equipment. Except as expressly provided herein, neither the Port nor the District shall be obligated to pay the other Party for any damage to or destruction of any apparatus or equipment used in services provided pursuant to this Agreement. This provision shall not apply to the extent this provision

would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty insurance as opposed to seeking reimbursement from other Party.

18. Liability to Third Parties – Waiver of Industrial Insurance Protection. The term “third party” means any person, firm or entity other than the Parties hereto. With regard to the emergency services provided at the Port or services provided pursuant to this Agreement, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents. Each Party specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW for claims brought by a Party against the other Party based upon a claim asserted by an employee or volunteer of the other Party.

19. Liability and Casualty Insurance. For the duration of this Agreement, each Party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self-insurance retention program adopted by a Party.

20. No Industrial Insurance or LEOFF Requirement. It is expressly understood that neither Party shall be responsible to provide any other Party’s employees or volunteers with industrial insurance or LEOFF coverage as the same now exists or may be hereafter amended.

21. Waiver of Subrogation. To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Party. In this regard each Party utilizing a self-insurance retention program waives subrogation for any payment there under.

22. 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.

23. 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 dealings between the Parties.

24. No Third Party Beneficiaries. This Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any Party. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

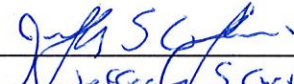
25. Binding on Successors. This Agreement shall be binding on the successor agency of the District (either by merger, annexation or the creation of a fire authority) that provides the services noted herein in the geographic boundary of the District.

26. Entire Agreement. The entire agreement between the Parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the terms and conditions herein. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20<sup>th</sup> day of September, 2017.

**KITSAP COUNTY FIRE  
PROTECTION DISTRICT  
NO. 18 – POULSBO FIRE  
DEPARTMENT**

**PORT OF POULSBO**

By:   
Its: Jeffrey S. Griffin  
Fire Chief

By:   
Its: Brad Miller  
Executive Director