

INTERLOCAL AGREEMENT BETWEEN
CITY OF POULSBO AND KITSAP COUNTY FIRE DISTRICT NO. 18

WHEREAS, the City of Poulsbo and Kitsap county Fire District #18, Poulsbo Fire Department, both own and operate marine vessels on and within a body of water known as Liberty Bay

WHEREAS, Both Agencies will improve their emergency response capabilities through the ability to utilize the other agency's marine unit(s)

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW authorizes agreement between public agencies of the State; NOW, THEREFORE,

The City of Poulsbo, Washington ("City"), a municipal corporation, and Kitsap County Fire Protection District No. 18 ("Fire Department"), a municipal corporation, have entered into this reciprocal bareboat charter agreement under the authority of the Interlocal Cooperation Act and in consideration of the mutual benefits to be derived.

1. **Use of Marine units:** When City of Poulsbo marine unit "Marine 6", a 20 foot SAFE brand boat, is not in use by the Poulsbo Police Department, the City authorizes use of the Marine unit by the Fire Department. When Fire Department marine units "Marine 71", a 19 foot SAFE brand boat, and "Marine 74", a 28 foot North River brand boat, are not in use by the Fire Department, the Fire Department authorizes use of the marine unit(s) by the City of Poulsbo Police Department.

1.1 The agency owning the marine unit shall have priority use of the vessel. The Fire Department and City acknowledge and understand that its use of the marine unit(s) shall always be secondary to the agency owning the vessel. Nothing herein shall guarantee use of the marine unit(s) at any particular time or date.

1.2 The City and Fire Department make no express or implied warranty in or any assertion of any kind or nature that the marine unit(s) is designed or intended for any use that the other agency may make of it. The Fire Department and City acknowledge that they have inspected the marine units or had full opportunity to do so prior to executing this Agreement, and finds and believes the marine unit(s) to be fit for use for their intended purposes.

1.3 "Marine 6" may be used by the Fire Department for the purposes of training, inspection, fire prevention and/or emergency response, as well as any other lawful purpose for which the Fire Department may operate a boat or motor vehicle under the laws of the State of Washington. "Marine 71" and "Marine 74" may be used by the City of Poulsbo Police Department for the purposes of training, patrol, and/or emergency response, as well as any other lawful purpose for which the Police Department may operate a boat or motor vehicle under the laws of the State of Washington.

1.4 Nothing herein shall be interpreted to require either agency to maintain ownership and operation of their marine units, provided, however, that if the City ceases to operate the Boat, it shall offer the Fire Department first opportunity to purchase the Boat at a reasonable fair market value.

1.5 During times that an agency utilizes the other's marine unit, it shall staff it with its own crew, and shall be deemed in full possession, command, and navigation of it. At the end of each use the marine unit will be return to its owner at the same point it was deliver. The marine units shall be re-delivered in the same condition and order as it was delivered with the exception of normal wear, tear, and depreciation associated with reasonable use

1.6 During times that a marine unit is staffed with personnel from both agencies, it will remain under the command of the owning agency's officer. Personnel from the other agency will assist in the operation of the vessel and in performing operational duties within the scope of their job function. At no time will Fire Department personnel be utilized in a law enforcement capacity, and at no time will Police Department personnel be utilized to perform Fire or Emergency Medical duties for which they are not trained or equipped.

1.7 The agency utilizing the other's marine unit shall pay all costs normally associated with the usual, reasonable use of the Boat such as oil and gasoline, and replace any fixture, fitting or accessory lost or damaged during its use. See Sections 2.3 and 2.4 below.

1.8 Each agency will be responsible for the training and certification of their personnel in the operation of the marine units, with the exception that the Fire Department will be responsible for developing training standards and certifying personnel from both agencies in the operation of "Marine 74". Neither agency will allow operation of a marine unit by personnel that have not been trained or certified.

2. **Assignment of Risk.** Each agency shall be responsible for the safety of all persons, including but not limited to their personnel, when in control of the other's marine unit.

2.1 The Fire Department and City shall provide and maintain insurance as provided bellow:

2.1.1 Casualty Insurance: The Fire Department and City shall provide and maintain casualty insurance in the amount of \$30,000.

2.1.2 The Fire Department and City shall maintain public liability insurance in an amount not less than \$1 million per occurrence, and \$5 million in the aggregate, either through an insurance agency authorized to do business in the State of Washington or through an insurance pool.

2.1.3 Each agency shall provide either proof that the other has been named as an additional named insured with respect to the casualty and liability insurance provided, or a waiver of subrogation rights in and for, approved by the other agency to the end that any insurer of the owning agency or its interest will not pursue the other agency in the event of claim loss or liability.

2.2 The Fire Department promises to hold harmless and indemnify the City of Poulsbo, its officers, agents and employees, from any loss, claim or liability of any kind or nature arising

from or out of the use of the Boat under the terms of this Agreement. By way of illustration and not limitation, the Fire Department will hold harmless and indemnify the City, its officers, agents and employees from any claim of any kind or nature by its personnel, whether full-paid or volunteer, arising from the use of the Boat or under this Agreement. The Fire Department shall also hold harmless and indemnify the City, its officers, agents and employees from any wage or other employment related claim brought by such personnel. To, but only to, the limited extent necessary to effectuate this indemnity, the City waives any immunity which it may have under Title 51 RCW.

2.3 The City promises to hold harmless and indemnify Kitsap County Fire District #18, its officers, agents and employees, from any loss, claim or liability of any kind or nature arising from or out of the use of the marine unit under the terms of this Agreement. By way of illustration and not limitation, the city will hold harmless and indemnify the Fire Department, its officers, agents and employees from any claim of any kind or nature by its personnel, whether full-paid or volunteer, arising from the use of the marine unit(s) or under this Agreement. The City shall also hold harmless and indemnify the Fire Department, its officers, agents and employees from any wage or other employment related claim brought by such personnel. To, but only to, the limited extent necessary to effectuate this indemnity, the Fire Department waives any immunity which it may have under Title 51 RCW.

2.4 Nothing herein shall interpret the either agency to compensate the other for normal wear and tear or depreciation associated with its reasonable use, except as provided in Section 1.6 above.

3. **Title.** Title to the marine units shall remain in the owning agency at all times. Nothing herein shall be interpreted to create a joint ownership interest in any property.

4. **Term and Termination.** This Agreement shall take effect upon its execution and shall extend indefinitely until terminated by the parties. This Agreement may be terminated by either party on the provision of 10 days written notice without cause, or immediately by other party for cause. "Cause" shall include any violation of any term of this Agreement. Either Agency may also terminate this Agreement immediately by taking their marine unit out of service (See Section 1.4)

5. **Amendment.** This Agreement shall not be amended except in writing with the express written consent of the parties hereto.

6. **Merger.** Any prior understanding, written or oral, shall be deemed merged with the provisions of this Agreement.

7. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

8. **Required Terms:** RCW 39.34.030.

8.1 No separate legal administrative entity is created.

8.2 No separate financing or budgetary provisions are created.

8.3 The Police Chief of the City and the Fire Chief of the Fire Department or their designees shall constitute a joint board to resolve issues relating to use, repair and/or maintenance of the marine unit(s).

8.4 The property of the City and Fire Department shall be and remain the property of each respective party. No interest in any property is transferred by this Agreement.

9. Effective Date; This Agreement shall be published on the City's website, in lieu of recording with the Kitsap County Auditor. See RCW 39.34.040. This Agreement shall be effective when executed by the parties and published on the City's website.