

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: **Interlocal Agreement w/Kitsap County Fire District #18 for Use of Poulso Police Department Boat**

CONFORM AS TO DATES & SIGNATURES

- (X) Passed by the City Council: 11/14/2007
- (X) Effective: 11/14/2007 until terminated
- () Recorded: No; Placed on city website

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- (1) City Attorney
- (1) Clerk's Department: Original
- () Finance:
- () Mayor
- () Municipal Court
- () MRSC
- () Parks/Recreation:
- () Planning/Building:
- (1) Police:
- () Public Works:
- () PW/Engr:
- (1) Bookshelf Contracts Copy
- () File #
- () Indexing
- (1) Jill - Contract (for scanning and web page)
- (1) KCFD #18 has original

City Clerk

1-21-2008

Date

INTERLOCAL AGREEMENT

BETWEEN

CITY OF POULSBO AND KITSAP COUNTY FIRE DISTRICT NO. 18

WHEREAS, the City of Poulsbo owns and operates a Police Department boat on and within a body of water known as Liberty Bay;

WHEREAS, Kitsap County Fire District No. 18 desires to utilize the Police boat when the boat is not in use by the Poulsbo Police Department;

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

1. Use of Boat. When the boat owned by the City of Poulsbo and described as a 20 foot SAFE brand boat (the "Boat") is not in use by the Poulsbo Police Department, the City authorizes use of the Boat by the Fire Department.

1.1 The City and its Police Department shall have priority use of the Boat. The Fire Department acknowledges and understands that its use of the Boat shall always be secondary to its use by the City. Nothing herein shall guarantee use of the Boat at any particular time or date.

1.2 The City makes no express or implied warranty in or any assertion of any kind or nature that the Boat is designed or intended for any use that the Fire Department may make of it. The Fire Department acknowledges that it has inspected the Boat or had full opportunity to do so prior to executing this Agreement, and finds and believes the Boat to be fit for use for the purposes which the Fire Department intends.

1.3 The Boat shall be used by the Fire Department for the purposes of training, inspection, review and approval of firework barges 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.

1.4 Nothing herein shall be interpreted to require the City to maintain ownership and operation of the Boat, 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 all times it uses the Boat, the Fire Department shall man it with its own crew, and shall be deemed in full possession, command and navigation of it. At the end of each use of the Boat, the Fire Department shall re-deliver it to the City at the same point it was delivered to the Fire Department when the particular use commenced. The Boat shall be re-delivered to the City in the same condition and order as it was delivered to the Fire Department, normal wear, tear and depreciation associated with its reasonable use excepted.

1.6 The Fire Department 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.

2. Assignment of Risk.

2.1 The Fire Department shall be responsible for the safety of all persons, including but not limited to all Fire Department personnel, utilizing the Boat when in the control of the Fire Department.

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

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

2.2.2 The Fire Department 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 covering the Fire Department.

2.2.3 The Fire Department shall provide either proof that the City has been named as an additional named insured with respect to the casualty and liability insurance provided, or a waiver of subrogation rights in a form approved by the Poulsbo City Attorney to the end that any insurer of the Fire Department or its interest will not pursue the City in the event of claim loss or liability.

2.3 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 Fire Department waives any immunity which it may have under Title 51 RCW.

2.4 Nothing herein shall interpret the Fire Department to compensate the City 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 Boat shall remain in the City 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. The City may also terminate this Agreement immediately by taking the Boat 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.

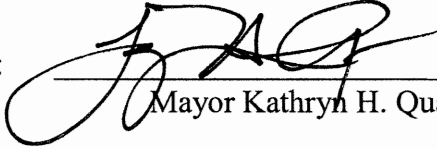
8.2 No separate financing or budgetary provisions are created.

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 Boat.

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.

CITY OF POULSBO

By: 

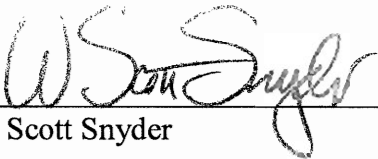
Mayor Kathryn H. Quade

ATTEST/AUTHENTICATED:

By: 


Karol Jones, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

By: 

W. Scott Snyder

KITSAP COUNTY FIRE PROTECTION
DISTRICT NO. 18

By: 

Its: CHAIRMAN BOARD OF
COMMISSIONERS