

Shared Resources Interlocal Agreement

This Agreement is entered into between BAINBRIDGE ISLAND FIRE DEPARTMENT (BIFD), NORTH KITSAP FIRE & RESCUE (NKFR), and POULSBO FIRE DEPARTMENT (PFD), all municipal corporations of the State of Washington, to provide supplemental short term resource sharing in the event either entity is unable to meet an immediate resource need.

RECITALS

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each party to this agreement maintains and operates their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. Each party to this agreement has non-emergency functions such as programs for facilities, grounds, and vehicle maintenance.
4. Each party occasionally experiences circumstances that result in unpredicted and unanticipated inability to meet their resource needs to maintain their established services level and to perform necessary non-emergency functions.
5. The Parties believe that establishing a framework for the sharing of emergency response resources and those for non-emergency functions will be of direct benefit to the health and safety of the community and personnel.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. Scope of Agreement

1.1. General. The scope of this Agreement authorizes the fire chiefs to work cooperatively to allow each party to request and provide the resources necessary to maintain emergency response service levels and non-emergency functions. This agreement is not intended to override or replace any mutual or automatic aid agreements.

1.2. Definitions.

- 1.2.1. **Assisting Agency.** A party to this Agreement that provides resources to another party to the Agreement.
- 1.2.2. **Requesting Agency.** A party to this Agreement the requests Resources from another party to the Agreement.

1.2.3. Resources. Available resources shall be classified as either Emergency Resources or Non-Emergency Resources.

1.2.3.1. Emergency Resources. Resources utilized in the delivery of emergency responses. These include but are not limited to fire engines, ambulances, brush units, tools and equipment used for firefighting, and tools and equipment used for the provision of medical services.

1.2.3.2. Non-Emergency Resources. Resources utilized in non-emergency functions such as facilities and grounds maintenance and vehicle repair. These include but are not limited to tools and equipment used for facility maintenance and repair, grounds maintenance, and equipment maintenance and repair.

1.3. Request for Resources. At such time that a Requesting Agency determines the need for Resources, they will notify the Fire Chief or designee of the Assisting Agency, of the need. The request should include the type of apparatus/equipment/tools needed, and the estimated beginning and end time of the request.

1.4. Provision of Resources. The Assisting Agency is responsible for determining, in its sole discretion, if it is able to provide Resources to the Requesting Agency and the time period for which the resources will be provided. This agreement creates no requirement or obligation to provide resources.

2. Payment. The parties intend that the availability of shared resources is mutually beneficial for each party and except as agreed upon between the Requesting Agency and Assisting Agency on a case-by-case basis, there shall be no payments required under this Agreement.

3. Operation Costs Routine Maintenance. The Assisting Agency shall be solely responsible for all ongoing maintenance and repair of its resources. The Requesting Agency shall be responsible for all required fuel and lubricants necessary for the day to day operation of a resource in its possession.

3.1. The Assisting Agency shall work with the Requesting Agency to address maintenance and repair for vehicles loaned on a long-term basis. The length of term and maintenance and repair for vehicles loaned on a long-term basis shall be mutually agreed upon by the Assisting Agency and Requesting Agency.

4. Repair and Replacement. The Requesting Agency shall be responsible for all repair and replacement costs for damages or loss of resources that occurs while the resource is being used by the Requesting Agency.

5. No Shared Employees. This Agreement is specifically limited to authorizing the use of resources and shall not be interpreted as creating any joint or shared employment relationships.

- 6. Insurance.** Each party shall provide primary property and liability insurance coverage for its resources.
- 7. Term.** This agreement shall be effective on execution and shall continue in force until one party provides the other parties with 30 days advance written notice.
- 8. Indemnification and Hold Harmless.** Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- 9. Miscellaneous**
 - 9.1. Administration.** This Agreement shall be administered by the Fire Chiefs of the parties.
 - 9.2. No Separate Entity Created.** This Agreement does not establish a separate legal entity.
 - 9.3. Resource Ownership.** This Agreement shall not create any joint property or give either party any ownership interest in the resource of the other party.
 - 9.4. Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
 - 9.5. Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
 - 9.6. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.

9.7. Entire Agreement. The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

9.8. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

9.9. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

9.10. 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.

9.11. Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

Bainbridge Island Fire Department

North Kitsap Fire & Rescue

By:  _____

By: Rick LaGrandeur
Rick LaGrandeur (May 9, 2023 07:33 PM) _____

DATE: May 1, 2023

DATE: May 9, 2023

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

8895 Madison Ave NE
Bainbridge Island, WA 98110

26642 Miller Bay Road NE
Kingston, WA 98346

Poulsbo Fire Department

By: *Jim Gillard*
Jim Gillard (May 25, 2023 08:49 PDT)

DATE: May 25, 2023

NOTICES TO BE SENT TO:

911 NE Liberty Road
Poulsbo, WA 98370