

## **INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF ADDITIONAL STAFFING COSTS**

**THIS AGREEMENT** (“Agreement”) is entered into between the City of Bainbridge Island (“City”), a Washington city, and the Bainbridge Island Fire Department (“Fire Department”), a Washington municipal corporation, for the purposes hereafter mentioned.

**WHEREAS**, the City is constructing a critical salmon habitat enhancement improvement known as the Eagle Harbor (Cooper Creek) Fish Passage Culvert Replacement Project (“Project”), which will replace a major culvert and construct shoulder improvements to connect with other Eagle Harbor/Wyatt Way nonmotorized improvements being made contemporaneously; and

**WHEREAS**, due to the narrow width of the existing roadway at the culvert replacement site (approximately 25 feet), there is not enough space to safely maintain even a single lane of traffic during construction and the City has therefore determined to close Eagle Harbor Drive at this location for approximately ninety days while construction is completed; and

**WHEREAS**, the City has established detour routes for vehicles, pedestrians, cyclists, and transit, but these routes will be heavily used with the potential for congestion, which may slow emergency response; and

**WHEREAS**, additional staffing by the Fire Department could potentially mitigate some emergency response concerns; and

**WHEREAS**, the Fire Department is willing to provide the additional staffing in exchange for the City’s reimbursement of the Fire Department’s cost of doing so; and

**WHEREAS**, the City has agreed to reimburse the Fire Department for its additional staffing costs and the parties wish to set forth their agreement in writing.

**NOW, THEREFORE**, in consideration of and subject to the terms and conditions set forth below, the City and the Fire Department agree as follows:

**1. Purpose of Agreement.** The purpose of this Agreement is to provide for additional Fire Department staffing as part of the mitigation for the City’s closure of Eagle Harbor Drive in connection with the Project, and to provide for reimbursement of the Fire Department’s additional staffing costs by the City.

**2. Fire Department to Provide Additional Staffing.**

A. The Fire Department agrees to assign existing staff to work additional shifts to increase staffing from the current 9 responders during each 24-hour day to 11 responders during each 24-hour day. The Fire Department will use the additional shifts to increase from 4 fully staffed units available each 24-hour day per to 5 fully staffed units available each 24-hour day.

B. The increased staffing and units will be provided at a location(s) which, in the Fire Department's sole judgment and discretion, provides the most appropriate mitigation for any impacts on the Fire Department's fire prevention and emergency services response during the Eagle Harbor Drive closure. The Fire Department continues to have sole control and responsibility for managing and deploying the Fire Department's personnel and equipment.

C. The parties recognize that illness, injury, and other circumstances beyond the control of the Fire Department may impact the availability of Fire Department personnel on any given day. Unforeseen absences of Fire Department personnel that impact the Fire Department's ability to achieve the increased staffing levels and provide the additional units on any given day shall not be a breach of this Agreement.

3. **Term of Agreement - Extension.** In anticipation of this Agreement, the Fire Department began providing the additional staffing described in Section 2 on July 16, 2025. The parties agree that the additional staffing will be provided by the Department through September 30, 2025, at which point this Agreement will expire without the need for further action. This Agreement, and the additional staffing addressed herein, may be extended upon mutual agreement of the parties if the road closure is extended for any reason.

4. **City's Payment.** As consideration for the additional staffing, the City agrees to pay the Fire Department for the additional staffing described in Section 2 in an amount not to exceed \$38,500.00. The Fire Department shall provide an itemized accounting of the hourly costs incurred within thirty (30) days of the reopening of Eagle Harbor Drive to emergency vehicle traffic. Payment shall then be made in a single lump sum within thirty (30) days from receipt of the invoice from the Fire Department.

5. **No Special Relationships Created.** By entering into this Agreement, the parties do not intend to create any "special relationship" or "special duty" with respect to each other, the users of Eagle Harbor Drive or other City streets, those living on or transiting Bainbridge Island, or any other persons, and the City and the Fire Department expressly disclaim any specific duty or guarantee as to the safety of persons or property or the provision of fire prevention or emergency services. The parties make no representations or warranties as to the availability or sufficiency of such services by entering into this Agreement. Specifically, the parties understand and agree that entry into this Agreement does not create any greater duty regarding the safety and security of persons or property or the provision of fire or emergency services than would exist without this Agreement.

6. **Property.** No real or personal property is to be acquired jointly by the parties under this Agreement. Each party's property and equipment shall remain the property and equipment of that party. The Fire Department shall not be required to purchase or provide additional equipment to perform the additional staffing described in this Agreement and the City shall not be required to pay for any such equipment.

7. **Officers and Employees of Fire Department.** All officers and employees of the Fire Department shall remain employees of the Fire Department and shall not be or become employees of the City as the result of this Agreement.

**8. Independent Contractors.** Each party to this Agreement is an independent contractor.

**9. Indemnity.** Each party shall indemnify, defend, and hold the other party, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the acts, errors, or omissions of the indemnifying party, its officers, officials, employees, agents, and volunteers in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified party. In the event a court of competent jurisdiction determines that RCW 4.24.115 applies to this Agreement, then in the event of liability caused by the concurrent negligence of both parties each party shall be responsible only to the extent of its own negligence. The parties waive immunity under the Industrial Insurance Act, Title 51 RCW solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated. The obligations in this Section shall survive expiration or termination of this Agreement for any claim, injury, damage, loss, or suit arising out of events occurring prior to such expiration of termination.

**10. Insurance.** Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

**11. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

**12. Duration - Termination.** This Agreement may be terminated with the mutual consent of both parties.

**13. Notices.** Any notice required by this Agreement shall be given in writing, addressed to the following persons:

**To the City:**

Blair King  
City Manager  
280 Madison Ave. N.  
Bainbridge Island, WA 98110  
(206) 842-4545  
[bking@bainbridgewa.gov](mailto:bking@bainbridgewa.gov)

**To the Fire Department:**

Chief Jared Moravec  
Bainbridge Island Fire Department  
8895 Madison Ave. NE  
Bainbridge Island, WA 98110  
(206) 842-7686  
[jmoravec@bifd.org](mailto:jmoravec@bifd.org)

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

**13. Administration.** No separate legal or administrative entity is created by this Agreement. The City Manager of the City and the Chief of the Fire Department will jointly administer this Agreement.

14. **Litigation.** In any litigation brought by either party to enforce the provisions of this Agreement or to redress any breach thereof, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The venue for any action related to this Agreement shall be the Superior Court in and for Kitsap County, Washington, at Port Orchard.

15. **Severability.** If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality does not affect the valid or constitutionality of any other section, sentence, clause or phrase of this Agreement.

16. **Listing.** As provided in RCW 39.34.040, each party shall, prior to the effective date of this Agreement, list this Agreement by subject on its web site.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the parties concerning its subject matter and supersedes all prior discussions and understandings. This Agreement may be modified only by written instrument signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the later of the signature dates included below.

BAINBRIDGE ISLAND FIRE DEPARTMENT

CITY OF BAINBRIDGE ISLAND

Date: 14-Aug-25 \_\_\_\_\_

Date: 14-Aug-25 \_\_\_\_\_

Signed by:  
By:   
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By:   
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Jared Moravec, Fire Chief

Blair King, City Manager