

**INTERLOCAL AGREEMENT
BETWEEN
SOUTH SNOHOMISH COUNTY FIRE & RESCUE
REGIONAL FIRE AUTHORITY
AND
PORT OF EDMONDS
FOR MOORAGE OF A FIRE-RESCUE BOAT**

This **INTERLOCAL AGREEMENT** ("Agreement") is entered into this 5th day of January, 2023, under the provisions of Chapter 39.34 RCW between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY** (hereafter "RFA") and the **PORT OF EDMONDS** (hereafter "Port").

I. RECITALS

- A. The RFA and the Port desire to mutually provide and coordinate the provision of public safety marine emergency services to the citizens whom they jointly serve.
- B. Both the RFA and the Port have facilities, equipment, and other resources which, on occasion, the other would find beneficial to use.
- C. It is in the public's interest for these two entities, whenever possible and practicable, to share facilities and resources.
- D. The Port and the RFA desire to formalize an operational framework that will encourage and promote the coordination and usage of the facilities and resources of both entities.
- E. The parties recognize that the Port's marine facilities, including boat moorages, fueling facilities, and other unique structures and service areas have special protection requirements that require specialized equipment and trained personnel.
- F. The RFA has ownership of a multi-mission, fire-rescue boat (hereafter "the Boat") that when operated by trained personnel is reasonably capable of fire suppression on docks, floats, wood and fiberglass boats at the Port, the capability of response to environmental emergencies, hazardous materials incidents, technical rescue situations, manmade and natural disasters, terrorist attacks, and serve as a multi-purpose platform for law enforcement operations.
- G. Pursuant to the powers accorded to the RFA and the Port per RCW Chapter 39.34.010, the Port and the RFA possess the authority and desire to execute an interlocal agreement for this purpose.

NOW, THEREFORE, the parties to the Agreement, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

II. AGREEMENT

1. **Duration of Agreement.** This Agreement shall be in full force and effect from the date of execution and shall remain in place for a period of five (5) years and may be extended by mutual agreement. Extension of the agreement shall be subject to prior written request by the RFA, and which request will not be unreasonably refused by the Port.
2. **Termination.** Either party may terminate this Agreement with or without cause upon 180 days' written notice to the other party.
3. **Indemnification.** Each party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, or those of its agents or employees, to the fullest extent required by law. Each party shall save, indemnify, defend, and hold the other party harmless from any such liability. If more than one person or entity is negligent, any damages allowed or indemnity provided, shall be levied in proportion to the percentage of negligence attributable to each party under the laws of the State of Washington.
4. **Insurance Coverage.** Each party shall provide insurance coverage for all facilities and equipment owned or purchased by such party and used under the terms of this Agreement. As per RCW 53.08.480 and Port Regulation No. 4.3.1, the RFA shall maintain an active and valid policy declaration on file with the Port for the fire-rescue boat in an amount not less than \$500,000 to include general liability and pollution liability, and shall list the Port as additional insured by endorsement.
5. **Administration of this Agreement.** The RFA shall administer this Agreement on behalf of both parties. No separate entity is created by this Agreement. The RFA shall own, operate, and maintain the Boat at its sole expense. The Port shall have no ownership interest in or lien upon the Boat; however, all Boat-based services provided to the Port by the RFA shall be on a "no charge" basis for equipment, expendables, and personnel.
6. **Moorage.** The Boat will be moored at the Port. A moorage slip, hereto referred to as the Marine-17 moorage slip, and electricity will be provided by the Port at no charge to the RFA for the entire term of this Agreement, including any extensions. Although the Boat will serve a large geographic area that extends beyond the Port District boundaries, it shall be primarily stationed at the Port. The RFA shall remove the Boat from the Port when necessary for emergency responses, training, repairs, and maintenance.
7. **Access to Boat.** The Port shall provide the RFA with means for access to the Boat. These means include, but are not limited to, keys and gate passes.
8. **Storage.** The Port shall provide the RFA with space for a storage cabinet. This space shall be in close proximity to the Boat moorage location.
9. **Marine 16 Moorage Slip Improvements.** While general and long-term maintenance will be performed by the Port at its sole discretion, the Port and RFA agree to share any and all maintenance costs equally split (50%) between the parties. At least annually, the Port and the RFA will inspect the slip to identify potential maintenance

issues. The Port will notify the RFA ten (10) days in advance of any required maintenance expected to exceed one thousand dollars (\$1,000.00).

- a. General and Long-Term Maintenance that exceeds \$10,000 shall be submitted to the RFA at least 30 days in advance and work shall not be begun until acceptance by both parties
- b. Payment of reimbursable expenses to the Port will be upon receipt of invoice including documentation of the work performed.

10. **Additional Services.** When mutually agreed to by both parties, the RFA shall provide the following services:

- a. The RFA shall execute water-side firefighting training where water is pumped against the Port's Breakwater. Said training will occur twice per year; at mutually agreed upon times every year for the term of this Agreement. Additional Training Exercises may occur if mutually agreed to by both parties. Each training exercise will be with sufficient effort and manpower to effectuate a thorough wash off of the entire Breakwater above the line of ordinary high water. This training allows RFA firefighters to practice pumping water and water placement while under power. It also allows for the removal of bird excrement that, during summer months, tends to produce a noxious odor. Because the service is of benefit to both parties, no charge will be made for this service. The Port agrees to hold the RFA harmless from any and all claims for damages to the breakwater or any liabilities associated with the runoff from the breakwater as a result of the foregoing activity.
- b. The RFA will provide annual fire extinguisher training to Port staff as needed.
- c. The RFA will provide other fire related training, at mutually agreed upon times, specific to firefighting operations at the Port.

FURTHER, in consideration for the services to the Port of Edmonds by the RFA specified above, the Port shall provide:

- d. In addition to moorage at no charge to the RFA for the Boat at the designated float in the Port of Edmonds Marina, the Port agrees to provide a maximum of five days of boat yard space usage for the annual "Marine 17" maintenance at no cost. Travelift usage and haulout services will be billed at current Port rates.

11. **Service Priority.** Services provided by the RFA to the Port under this Agreement shall be rendered on the same basis as those rendered to other areas within the RFA or to other entities with which the RFA has contracts or agreements, but the RFA assumes no liability for failure to provide such services by reason of any circumstances beyond its control. In the event of simultaneous emergency incidents whereby equipment and facilities of the RFA are taxed beyond its ability to render equal protection, the officers and agents of the RFA shall have discretion as to which call shall be answered first. The RFA shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

12. **No Third Party Benefit.** 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 party.
13. **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.
14. **Dispute Resolution.** In the event of any dispute or difference arising by reason of this Agreement or provision or term thereof or any facility or resource for the purpose of this Agreement, the dispute or difference shall be resolved jointly by the Fire Chief of the RFA and the Executive Director of the Port of Edmonds. Such decision shall be arrived at as expeditiously as possible. In the event the parties are unable to reach a decision, the parties can agree to mediation or arbitration. In the event they cannot agree to either, then the matter will be subject to the jurisdiction and venue of the Snohomish County Superior Court.
15. **Provisions Required by Statute.** This Agreement has been adopted pursuant to the authorization of Chapter 39.34 RCW relating to the Interlocal Cooperation Act. As such, it is required to address certain provisions. The following list covers provisions or requirements not set forth elsewhere within this Agreement, or, in clarification and furtherance of such provisions. In the event of conflict, the more specific provisions shall control.
 - a. **Duration/Organization.** No separate legal or administrative entity is created by this Agreement. Each party shall remain solely responsible for the direction of its own employees and promises to hold harmless and indemnify the other party from any employee-related claim by its employees against the other entity, provided, however, that nothing herein shall be interpreted to waive the immunity provided by RCW Title 51.
 - b. **Budgeting.** No joint budgeting or funding is provided for by this Agreement. Each party shall bear its own expenses for the services provided hereunder. The primary consideration of this Agreement is the location and storage of the Boat at the Port by the RFA and the provision of facilities as herein set forth by the Port.
 - c. **No Joint Property.** No joint ownership of property is contemplated under this Agreement. In the event that any property is, in the future, jointly acquired by the parties, they shall hold title in proportion to their joint contribution to the purchase or acquisition price of such property. In the event of dissolution, the party who has contributed the majority of value or money toward purchase or acquisition may buy out the remaining party at that party's prorated share of the depreciated value of the property.
 - d. **Administration.** No provision is made by this Agreement for an administrator or joint board.
 - e. **Recording.** The RFA shall file this Agreement with the Snohomish County Auditor in

accordance with the requirements of RCW 39.34.040.

14. **Entire Agreement.** This instrument constitutes the entire agreement between the RFA and the Port and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to, and signed by both parties.


DATED this 5^R day of January, 2023

DATED this 7th day of December, 2022

PORT OF EDMONDS

**SOUTH SNOHOMISH
COUNTY FIRE & RESCUE
REGIONAL FIRE AUTHORITY**


Executive Director


Fire Chief