

**INTERLOCAL AGREEMENT FOR  
USE OF RESCUE AND FIRE BOAT  
BETWEEN**

**CITY OF EDMONDS,  
SNOHOMISH COUNTY FIRE DISTRICT NO. 27 AND  
SNOHOMISH COUNTY FIRE DISTRICT NO. 1**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 5<sup>th</sup> day of January, 2010, by and between the City of Edmonds, a Washington municipal corporation (the "City"), Snohomish County Fire Protection District No. 1, a Washington municipal corporation ("District No. 1"), and Snohomish County Fire Protection District No. 27, a Washington municipal corporation ("District No. 27").

WHEREAS, the City owns and operates a boat on and within Puget Sound for fire and rescue purposes known as "Marine 16";

WHEREAS, Marine 16 serves both the City and, when available, adjacent jurisdictions by interlocal agreement;

WHEREAS, District No. 27 desires to utilize Marine 16 to transport persons who have suffered medical emergencies when Marine 16 is not in use or scheduled for use;

WHEREAS, the City has contracted by interlocal agreement for the provision of fire services by District No. 1 to the City;

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

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Use of Boat. When the boat owned by the City and described as a 28' vessel built by Northwind Marine Incorporated ("Marine 16") is not in active use or scheduled for use by District No. 1 or by District No. 1 for the benefit of the City, the City and District No. 1 through its personnel agree to transport persons who have been the victims of an accident or medical emergency from Hat Island to a designated location in the Port of Everett, Washington for pick up by the Everett Fire Department or other appropriate pick up such as a private ambulance service.

1.1 The City, District No. 1, and the Police Departments shall have priority use of Marine 16. District No. 27 acknowledges and understands that its use of Marine 16 shall always be secondary to the use by the City, District No. 1, and the Police Departments. Nothing herein shall guarantee use of Marine 16 at any particular time or date to District No. 27, and District No. 27 pledges, after evaluating the circumstances,

that it will use Marine 16 only when feasible and will attempt to utilize private vessels, Airlift Northwest, or other available resources prior to use of Marine 16.

1.2 The City and District No. 1 make no express or implied warranty in or any assertion of any kind or nature that Marine 16 is designed or intended, for any use other than transportation. District No. 27 acknowledges that it has inspected the Boat or had full opportunity to do so prior to executing this Agreement, and finds and believes Marine 16 to be fit for use for the transportation of persons who are the victims of an accident or a medical emergency and accepts Marine 16 “as is.”

2. Transportation of Accident Victims and Medical Emergencies. Subject to the availability of Marine 16 and the City and District No. 1’s resources, the City and District No. 1 through its personnel agree to transport the victims of fire, accident and medical emergency (“victims”) under the terms and conditions set forth below:

2.1 When District No. 27 wishes to have a victim or victims transported from Hat Island, the designated representative of Hat Island shall contact Snopac who will in turn send the request to Snocom, who will in turn dispatch Marine 16 according to normal operating procedures. If Marine 16 is unable to respond or the response is delayed, Snocom will notify Snopac of such event, who will in turn notify the Hat Island representative that other transport means must be made. Marine 16 shall not be used for any other training or transport purposes, and the victim(s) shall be transported only from Hat Island to the Port of Everett at a designated destination for pick up by the representatives of the Everett Fire Department, or an appropriate ambulance service.

2.2 The duties of the City and District No. 1 are limited to:

2.2.1 The transportation of victims from Hat Island to the designated pick up point and the rendering of emergency medical assistance in route;

2.2.2 The duties and obligations of the personnel of District No. 1 are limited to the transport and assistance of the victim(s) enroute and appropriate assistance to emergency medical personnel of District No. 27 as the individual is loaded onto Marine 16 and assistance to representatives of the Everett Fire Department or other pick up entity as the victim is delivered from Marine 16 to the dock.

2.2.3 District No. 27 shall pay District No. 1 the sum of \$100 for each victim transported. This charge shall be valid from the date of execution through December 31, 2010. See Section 5. This charge is based upon the assumption that a transport, from request of Marine 16 through Snopac to the arrival back at the Port of Edmonds, will not exceed two hours. If delay occurs because the District No. 27 does not have the victim ready for transport or because of a delay in transferring the victim to an appropriate recovery entity at Everett, the District No. 27 shall pay to District No. 1 an additional charge of \$ 100 per hour for each hour, or part thereof, that Marine 16 is delayed from returning to the Port of Edmonds for use.



2.2.4 District No. 1 shall bill District No. 27 monthly for all charges incurred during any calendar month. District No. 27 shall pay the billed amount within thirty (30) days, absent a legitimate dispute regarding services. Any dispute regarding services shall first be attempted to be resolved between the parties. If their efforts are unsuccessful, they agree to submit the matter to mediation by a mediator of their choosing, the cost to be borne equally. Any other billing disputes not resolve by mediation shall be subject to binding arbitration again at the mutual cost of the parties.

2.2.5 If District No. 27, in its discretion, adopts a transport fee to be paid by the victims or their insurers, District No. 1 agrees to meet with the District No. 27 to review billing procedures to ensure for timely reimbursement of any costs by the insurer of the victim. Nothing herein shall relieve the District No. 27 of the obligation to pay for services incurred.

3. Hold Harmless. Each party promises to hold harmless and indemnify the other party, its officers, agents and employees, from any loss, claim or liability of any kind or nature arising from or out of the negligent or tortious performance of the indemnifying party under this Agreement. To, but only to, the limited extent necessary to effectuate this indemnity, the parties waive any immunity which it may have under Title 51 RCW.

4. 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.

5. 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 either party for cause. "Cause" shall include any violation of any term of this Agreement. The compensation provided for in paragraph 2.2.3 may be adjusted annually. The District shall provide notice of the fee for any future budget year (commencing 2011 or later) by October 31st of the preceding year. District No. 27 may terminate this Agreement or, by continuing its terms, accept such payment.

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

7. Merger. This Agreement represents the entire agreement of the parties hereto. Any prior understanding, written or oral, shall be deemed merged with the provisions of this Agreement.

8. Severability. If any section, sentence, clause, or phrase of this ordinance 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 ordinance.

9. Required Terms: RCW 39.34.030.

9.1 No separate legal administrative entity is created.

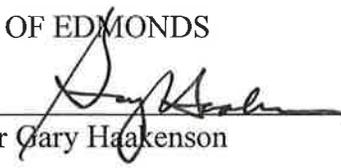
9.2 No separate financing or budgetary provisions are created.

9.3 The Mayor of the City or his designee, and the Fire Chiefs of the Fire Districts or their designees shall constitute a joint board to resolve issues relating to this Agreement.

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

10. Effective Date and Recording. This Agreement shall be published on the City's website, in lieu of recording with the Snohomish County Auditor pursuant to RCW 39.34.040. This Agreement shall be effective when executed by the parties and published on the City's website.

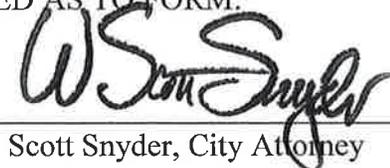
CITY OF EDMONDS

  
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Mayor Gary Haakenson

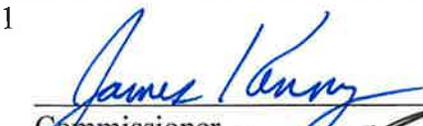
ATTEST/AUTHENTICATED:

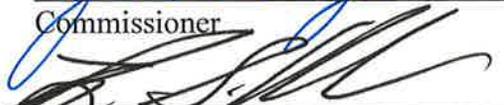
By:   
\_\_\_\_\_  
Sandra S. Chase, City Clerk

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
W. Scott Snyder, City Attorney

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 1

By:   
\_\_\_\_\_  
Commissioner

By:   
\_\_\_\_\_  
Commissioner

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

ATTEST:

By: [Signature]  
District Secretary

APPROVED AS TO FORM:  
By: [Signature]  
Fire District Attorney

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 27

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

By: \_\_\_\_\_  
Commissioner

ATTEST:  
By: [Signature]  
District Secretary

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
Fire District Attorney