AN INTERLOCAL AGREEMENT BETWEEN THE PORT OF FRIDAY HARBOR AND SAN JUAN FIRE DISTRICT NO. 3 FOR FIRE PROTECTION

This Agreement (the "Agreement") is entered into by and between the Port of Friday Harbor, a Washington municipal corporation (the "Port") and San Juan Fire District No. 3, a Washington municipal corporation (the "Fire District").

- WHEREAS, the Port owns the real property located at the San Juan County Airport commonly known as 1011 Mullis Street, Friday Harbor, Washington, and more particularly depicted on Exhibit "A" attached hereto (the "Airport Property");
- WHEREAS, in September 2000, the parties had entered into a *License for Use of Unimproved Real Property* whereby the Port granted the Fire District a fifty (50) year license, with three (3), five (5) year extensions, to occupy the Airport Property (the "Building License"). By its terms, the Building License shall terminate on October 31, 2050;
- **WHEREAS**, the Fire District is organized and equipped to give fire protection to lands, improvements, and facilities;
- **WHEREAS**, San Juan County Hospital District No. 1 provides emergency medical services on San Juan Island. The Fire District has been considering merging with San Juan County Hospital District No. 1;
- **WHEREAS**, the Port desires that the Fire District provide fire protection to the Port's lands, improvements, and facilities lying within the Fire District's boundaries;
- WHEREAS, the parties acknowledge that the Fire District currently provides fire protection to the Port's property lying within the Town of Friday Harbor. Such protection is subject to an agreement between the Fire District and the Town of Friday Harbor, and is not subject to this Agreement; and
- **WHEREAS**, the purpose of this Agreement is to allow the Fire District to utilize the Airport Property for its fire station in exchange for fire protection for Port property located within the Fire District's boundary.
- **NOW, THEREFORE**, pursuant to chapter 39.34 RCW and RCW 52.30.020, the Port and the Fire District agree as follows:
- 1. Fire Protection Services. The Fire District shall provide fire protection services to the Port's lands, improvements, and facilities lying within the Fire District's boundaries, as those boundaries exist as of October 1, 2020, without charge, under the same terms, obligations, and liabilities as it provides services to the general public within the Fire District's boundaries, and subject to the same limitations as apply to its services to the general public. In this regard, this Agreement shall not be construed to create a special relationship or other exception to the Public Duty Doctrine that would require the Fire District to provide a level of service to the Port that is different from the level of service provided in the balance of the geographic limits of the Fire District.

- 1.1. Should the Fire District merge with San Juan County Hospital District No. 1, the Fire District would be responsible for providing emergency medical services within the Fire District's current boundaries. If such an event occurs, the Fire District shall provide emergency medical services to the Port's lands, improvements, and facilities lying within the Fire District's boundaries on the same terms and conditions as set forth above for the provision of fire protection services.
- 2. <u>Use of Airport Property</u>. In exchange for the Fire District providing the services described herein, the Port shall allow the Fire District to use the Airport Property for purposes of operating a fire station as described in the Building License, without rental charge for the term of this Agreement. However, the Fire District shall remain responsible for the payment of other costs, including without limitation, taxes, utilities, and assessments, as set forth in the Building License. Simultaneous to entering into this Agreement, the parties have entered into a First Amendment to the Building License to reflect this arrangement, which provides for suspension of rental payments under the Building License during the term of this Agreement.
- 3. <u>Term.</u> This Agreement will commence on October 1, 2020 and remain in effect until October 31, 2070 subject to termination upon sixty (60) days' notice by either party, provided that in any such event, the Port shall meet the requirements to ensure fire protection under Chapter 52.30 RCW at the time of termination.
- 4. <u>True and Full Value</u>. This Agreement satisfied the requirements of RCW 52.30.020 and provides true and full value (as required by RCW 43.09.210) to the Port and the Fire District.
- 5. <u>Notices</u>. All notices, requests, demands, and other communication required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid, and addressed to the other party at its address as set forth below, or to such other place as may hereafter be designated by that party in writing:

To the Port:

Port of Friday Harbor 204 Front Street PO Box 889 Friday Harbor, WA 98250

To the Fire District:

San Juan County Fire District #3 1011 Mullis Street

Friday Harbor, WA 98250

6. Waiver of Immunity. The term "third party" as used herein means any person, firm, or entity other than the parties hereto. With regard to the services provided pursuant to this Agreement, each party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that party, its officers, officials, employees, volunteers, and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful conduct of that party, its officers, officials, employees, volunteers, and/or agents. Each party specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW for claims brought by a party against the other party based upon a claim asserted by an employee or volunteer of the other party.

INTERLOCAL AGREEMENT FOR FIRE PROTECTION - 2

- 7. Industrial Insurance. It is expressly understood that neither party shall be responsible to provide any other party's employees or volunteers with industrial insurance or Law Enforcement Officers' and Fire Fighters' Retirement System coverage as the same now exists or may be hereafter amended.
- 8. No Third-Party Beneficiaries. This Agreement shall neither be construed nor deemed to be an agreement for the benefit of any third party, including, without limitation, the employees and volunteers of any party, and no third party shall have any right of action whatsoever under this Agreement. This Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
- 9. Binding on Successors. This Agreement shall be binding on the successor agency of the Fire District (either by merger, annexation, or the creation of a fire authority) that provides the services noted herein.
- 10. Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the terms and conditions herein. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties subsequent to the date hereof. This Agreement shall not be modified, supplemented, or otherwise affected by the course of dealings between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day of

August, 2019.

PORT OF FRIDAY HARBOR

SAN JUAN FIRE DISTRICT NO. 3

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EXHIBIT "A" DEPICTION OF THE AIRPORT PROPERTY

