

**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.

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.

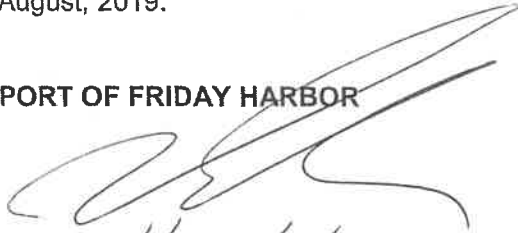
8. No Third-Party Beneficiaries. This Agreement shall neither be construed nor deemed to be an agreement for the benefit of any third party, including, without limitation, the employees and volunteers of any party, and no third party shall have any right of action whatsoever under this Agreement. This 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.

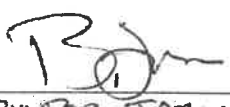
10. Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the terms and conditions herein. No change, termination, or attempted waiver of any of the provisions 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


By: Ted Nelson
Its: Executive Director, PFH

SAN JUAN FIRE DISTRICT NO. 3


By: Bob Jarama
Its: Chair Aug 15, 2019

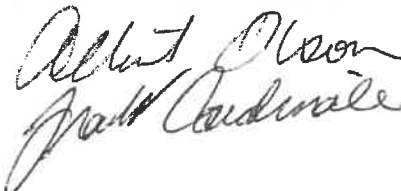

Albert Olson
Joint Cardinale

EXHIBIT "A"
DEPICTION OF THE AIRPORT PROPERTY

