

**INTERLOCAL AGREEMENT
BETWEEN**

**CITY OF EVERETT AND
SNOHOMISH COUNTY FIRE DISTRICT NO. 27**

WHEREAS, the City of Everett owns and operates boats on and within Puget Sound for public safety purposes known as Marine 1 and Marine 2;

WHEREAS, Marine 1 and Marine 2 serve both the City and, when available, adjacent jurisdictions by mutual aid request;

WHEREAS, Snohomish County Fire District No. 27 desires to utilize Marine 1 and Marine 2 to transport persons who have suffered medical emergencies when available

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

The City of Everett, Washington, a municipal corporation (hereinafter "City") and Snohomish County Fire District No. 27 (hereinafter "Fire District") have entered into this agreement under the authority of Interlocal Cooperation Act and in consideration of the mutual benefits to be derived.

1. Use of Boat. When the boats owned by the City of Everett and described as a Marine 1 (a 33' SafeBoat) and Marine 2 (a 24' Rigid Hull Inflatable) are not in active use or scheduled for use by the Everett Police or Fire Departments, the City agrees 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 transport by the Everett Fire Department or other appropriate medical transport agency such as a private ambulance service.

1.1 The City and its Fire and Police Departments shall have priority use of Marine 1 and Marine 2. The Fire District acknowledges and understands that its use of Marine 1 and Marine 2 shall always be secondary to its use by the City. Nothing herein shall guarantee use of Marine 1 or Marine 2 at any particular time or date, and the Fire District pledges, after evaluating the circumstances, that it will use Marine 1 and Marine 2 only when feasible and will attempt to utilize private vessels, Airlift Northwest, or other available resources prior to calling for a Marine 1 or Marine 2 transport.

1.2 The City makes no express or implied warranty in or any assertion of any kind or nature that Marine 1 and Marine 2 are designed or intended, for any use other than transportation. The Fire District acknowledges that it has inspected Marine 1 and Marine 2 prior to executing this Agreement, and finds and believes Marine 1 and Marine 2 to be fit for use for the transportation of persons who are the victims of an accident or a medical emergency.

Snohomish County Fire Dist. 27

2. Transportation of Medical Emergency Patients. The City agrees to transport the victims of fire, accident and medical emergencies under the terms and conditions set forth below:

2.1 When the Fire District wishes to have a victim or victims transported from Hat Island, the designated representative of Hat Island shall contact SNOPAC, who will in turn dispatch Marine 1 or Marine 2 according to normal operating procedures. If Marine 1 or Marine 2 are unable to respond or the response is delayed, the Everett Fire Duty Battalion Chief or the Everett Police Marine Operations Supervisor will notify SNOPAC of such, who will advise the Hat Island representative that other transport means must be made. Marine 1 and Marine 2 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 to a designated location for pick up by the representatives of the Everett Fire Department, or an appropriate ambulance service.

2.2 The duties of the personnel of the Everett Marine Operations Unit from the City of Everett 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 the Everett Marine Operations Unit are limited to the transport and assistance of the victim(s) in route and appropriate assistance to emergency medical personnel of the Fire District as the individual is loaded onto Marine 1 or Marine 2 and assistance to representatives of other transport entities as the victim(s) is delivered from Marine 1 or Marine 2 to the dock.

2.2.3 The Fire District shall pay to the City the sum of \$100 for each victim transported. This charge shall be valid from the date of execution through the last day of the calendar year. See Section 5. This charge is based upon the assumption that a transport, from request of Marine 1 or Marine 2 through SNOPAC to the arrival back at the Port of Everett will not exceed two hours. If delay occurs because the Fire District 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 Fire District shall pay to the City an additional charge of \$50 per hour for each hour, or part thereof, that Marine 1 or Marine 2 is delayed from returning to the City for use.

2.2.4 The City shall bill the Fire District monthly for all charges incurred during any calendar month. The Fire District 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 resolved by mediation shall be subject to binding arbitration again at the mutual cost of the parties.

2.2.5 If the Fire District, in their discretion, adopts a transport fee to be paid by the victims or their insurers, the City agrees to meet with the Fire District to review billing procedures to ensure for timely reimbursement of any costs by the insurer of the victim. Nothing herein shall relieve the Fire District 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 Marine 1 and Marine 2 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 30 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 City shall provide notice of the fee for any future budget year by October 31st of the preceding year. The Fire District 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. 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 agreement 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 agreement.

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 Everett Fire Chief and the Fire Chief of the Fire District or their designees shall constitute a joint board to resolve issues relating to this Agreement.

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

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


CITY OF EVERETT Mayor Ray Stephanson



ATTEST/AUTHENTICATED:

By: 
Sharon Fuller, City Clerk - Deputy

APPROVED AS TO FORM:

By: 
Jim Iles, City Attorney

SNOHOMISH COUNTY FIRE DISTRICT
NO.27

By: 
Fire Chief, Snohomish County Fire District 27

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Interlocal Agreement with
Snohomish County Fire
District No. 27

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- _____ Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing
- _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department _____
 Contact Person Murray Gordon
 Phone Number 425/257-8101
 FOR AGENDA OF Dec. 10, 2014

Initialed by:
 Department Head MB
 CAA db
 Council President [Signature]

Location **Preceding Action** **Attachments** **Department(s) Approval**
 Interlocal Agreement with Snohomish County Fire District No. 27 Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

This interlocal agreement with Snohomish County Fire District No. 27 provides for the transport of sick or injured patients from Hat Island to the Port of Everett using Marine 1 and/or Marine 2 when available.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement with Snohomish County Fire District No. 27.

*Council Approval
on 12/10/14 ST*