

When recorded, return to:
Bruce Marshall
Harbor Director
Port of Olympia
915 Washington Street NE
Olympia, WA 98501

**INTERLOCAL AGREEMENT
BETWEEN THE PORT OF OLYMPIA and
THE CITY OF OLYMPIA**

I. RECITALS

WHEREAS, the Port of Olympia, a port district organized under the laws of the State of Washington (hereafter, “**Port**”) and the City of Olympia (hereafter “**City**”) (collectively, the “**Parties**”), enter into this Interlocal Agreement (hereafter “**Agreement**”) pursuant to the authority of the Interlocal Cooperation Act (RCW Chapter 39.34), the laws governing the operation of the Port (RCW Title 53), and the laws governing the operation of the City (RCW Titles 35 and 35A; Olympia Municipal Code). The Parties have a common interest in the continuation of the Harbor Patrol;

WHEREAS, the Parties recognize the residents of Thurston County depend on safe and secure waterways to accommodate recreational and commercial boating as well as business and economic growth; and

WHEREAS, the Parties recognize the value of enhanced local boating safety services in support of maritime activities; and

WHEREAS, the Parties wish to provide boating safety and related services, including but not limited to Port security (the “**Agreement Services**”), through the operation of a Harbor Patrol Vessel; and

WHEREAS, the Parties have a shared interest in creating efficiencies and cost savings with regard to the Agreement Services; and

WHEREAS, the City desires to make available and transfer ownership of its Harbor Patrol Vessel and its equipment to the Port for the uses and purposes in accordance with the terms of this Agreement for the common benefit of the Parties; and

WHEREAS, the Port is willing to accept ownership and use such Harbor Patrol Vessel for such uses and purposes consistent with providing enhanced local boating safety services; and

WHEREAS, the City has conducted a thorough review of the physical condition of its Harbor Patrol Vessel and the vessel's operating capability, and the Port has demonstrated to the satisfaction of the City that it has the capacity, expertise and ability to support the vessel's ongoing operation and to provide qualified, trained volunteer personnel to operate said Harbor Patrol Vessel; and

WHEREAS, the Port has a separate Agreement with the Thurston County Sheriff's Office addressing its use of a Port Security Vessel;

NOW, THEREFORE, the Parties agree as follows:

II. TERMS OF AGREEMENT

A. Purpose and Transfer of Ownership

This Agreement provides a cooperative framework for the transfer of ownership, use, operation, and maintenance of the City's Harbor Patrol Vessel, to be administered and operated by the Port to provide the Agreement Services. The City has the lawful right to transfer and convey title to the Port of the vessel described herein, clear of all liens, claims, encumbrances and rights of others. The Port shall assume ownership and complete responsibility of the vessel, including but not limited to providing for its licensing, insurance, fuel, operations and maintenance. The Port acknowledges that prior to accepting title to the City's Harbor Patrol Vessel, it had an opportunity to survey and fully inspect said vessel.

B. Harbor Patrol Vessel Defined

The term "Harbor Patrol Vessel" means the vessel owned by the City and used for harbor patrol services until March 31, 2015, HIN # AUC2948D303 and trailer VIN # 1ZEAT6MX4A005326.

C. Agreement Administration

The Port is responsible for administration of this Agreement.

D. Harbor Patrol Vessel Purpose

The Port shall use the Harbor Patrol Vessel as follows to provide the Agreement Services:

1. Primary Use: Security for Port-Owned Properties.

The Port will primarily use the Harbor Patrol Vessel to provide security to the marine terminal, marina, boatyard, and other properties owned by the Port, including waterfront properties leased to third parties. The Harbor Patrol Vessel will be used for monitoring, surveillance, and patrols of Port-owned properties.

The Harbor Patrol Vessel will also be used for Port security, emergency response, and public service functions as directed by the Port or the Thurston County Sheriff's Office.

The Port will provide training to current Harbor Patrol volunteers to reflect the Port's values and culture. The Port will provide relevant training, as appropriate, to Harbor Patrol volunteers to increase their skills and assist with integration into Port activities.

2. Secondary Uses: Patrols and Emergency Responses.

The Harbor Patrol Vessel will be secondarily used for ship escorts, search and rescue, marine fire response, non-law enforcement emergency response to vessels in peril, property protection, medical response, routine patrols, and special event safety patrols throughout Thurston County. The secondary uses will not interfere with the Harbor Patrol Vessel's primary uses.

The Harbor Patrol Vessel will not carry out law enforcement for the City of Olympia or the Thurston County Sheriff's Office unless a commissioned law enforcement officer from the jurisdictional agency is aboard.

3. Other Agency Uses.

Nothing in this Agreement shall be construed as a limitation on the Port's ability to allow use of the Harbor Security Vessel by other agencies to provide emergency or other public services that are in the best interests of the citizens of Thurston County and area visitors.

The separate Agreement between the Port and the Thurston County Sheriff's Office shall govern the Sheriff's Office use of the Port Security Vessel referenced herein.

4. Management of Harbor Patrol.

Following execution of this Agreement, the Harbor Patrol will become part of the Port. The Harbor Patrol will continue to be internally managed consistent with its existing system, including commanders, boat captains, and crew members. Harbor Patrol volunteers will be authorized to perform the Agreement Services by the Port, and will be under the direction of the Port's Harbor Director or his/her designee.

The Port will establish a management group consisting of a Harbor Patrol Commander, Sheriff's Marine Deputy, and the Port's Harbor Director or designee. The management group will organize and monitor the activities of the agencies that provide emergency response and patrol activities in Thurston County. The management group will meet monthly to review performance, assign tasks, and improve services, as needed. The goal of the management group is to ensure coordination between the Port and Sheriff's Office to create a safety culture for boaters and provide the Agreement Services to the local boating community.

E. Harbor Patrol Vessel Financing

1. Transfer of Harbor Patrol Vessel Ownership.

Within fifteen (15) business days of execution of this Agreement, the City will transfer ownership of the Harbor Patrol Vessel and its related equipment to the Port.

2. Port Responsibility for Maintenance and Insurance after Acquisition.

The Port's Harbor Operations Division will be responsible for the maintenance and insurance of the Harbor Patrol Vessel and its related equipment.

3. City Contribution to Harbor Patrol Expenses.

The City agrees to contribute \$8,000 (Eight Thousand Dollars and No Cents) per year to the Port's Harbor Patrol expenses for three (3) years following execution of this Agreement, or the City may meet this obligation by paying to the Port the sum of \$24,000 (Twenty-four Thousand Dollars and No Cents) in one lump sum, which method of payment shall be at the City's sole discretion. The City may contribute additional funds to the Port which shall be at the City's sole discretion.

F. Licensing, Permitting, Logos, and Uniforms

The Port is responsible for all costs associated with licensing and permitting for the Harbor Patrol Vessel. The Harbor Patrol Vessel shall bear the Port's identification logos. The Port shall ensure that the Harbor Patrol Vessel shall bear other logos as required by statute. The Harbor Patrol Vessel will be re-lettered to reflect the Port's control over the Harbor Patrol Agreement Services. The Port will provide new uniforms to the Harbor Patrol officers.

G. Effective Date, Duration, and Termination

The City will provide the Port with proof of compliance with the approval process necessary to delegate authority to the City to enter into this Agreement.

This Agreement shall be effective upon mutual execution by the Parties and shall remain in effect until terminated.

Following execution, the Port shall record this Agreement with the Thurston County Auditor's Office.

This Agreement shall automatically terminate if the Port determines, in its sole discretion, to no longer provide Harbor Patrol services. The Port's decision will be based on, but not limited to, factors including community acceptance, availability of grants and other funding sources, and the ability to attract and retain high quality volunteers to staff the program. The Port will annually review the program during the budget process and determine whether to continue operations for the next year.

Should the Port decide to terminate Harbor Patrol services within three (3) years from the execution of this Agreement, the City's responsibility to contribute monetary funds to the Port, as specified in Paragraph E.3 above, shall be extinguished and no further funding will be due or owing from the City to the Port. In the event the Port terminates Harbor Patrol services within three (3) years from the execution of this Agreement and the City elected to pay its monetary contribution in a lump sum as provided in Paragraph E.3 above, the Port shall reimburse the City on a pro-rata basis for that portion of the term for which Harbor Patrol services are not provided.

This Agreement may also be terminated by either party upon ninety (90) days written notice to the non-requesting party.

Upon termination of this Agreement, the Port may transfer, dispose, or repurpose the use of the Harbor Patrol Vessel and its equipment, at its sole discretion.

I. Amendment

This Agreement may be revised by written consent of the Parties. This Agreement does not limit or restrict the Port's ability or authority to enter into separate Agreements with local jurisdictions to provide additional services using the Harbor Patrol Vessel.

J. Legal Relations

1. This Agreement does not create any separate or additional organization, legal, or administrative entity. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and creates no third party rights.

2. This Agreement does not relieve either party of any obligation or responsibility imposed upon it by law.

3. The requirements of this Agreement shall be carried out in a timely manner.

K. Dispute Resolution

If the Parties are unable to resolve any disagreement arising out of this Agreement, the Parties will participate in good faith in mediation to be performed in Thurston County by an independent third party neutral. Good faith participation in mediation shall be a condition precedent before either party resorts to other remedies.

If dispute resolution is not successful in resolving the disagreement and litigation is brought by either party to enforce the terms of this Agreement, each party shall bear its own fees, costs, and expenses, including reasonable attorneys' fees and court costs.

L. Severability

If any term or provision of this Agreement is ruled unconstitutional, invalid, or unenforceable, the remainder of this Agreement will continue in full force and effect.

M. Notices

Any notice or communication that either party is required to give to the other party shall be in writing as follows:

Port of Olympia
Harbor Director
1022 Marine Drive N.E.
Olympia, Washington 98501

City of Olympia
City Manager
601 4th Avenue East
Olympia, Washington 98501

Either party may notify the other in writing of a change in the notice address.

N. Integration

This Agreement constitutes the complete and final agreement of the Parties.

WHEREFORE, the Parties executing this Agreement acknowledge that they have legal authority to bind their respective entities and have had an opportunity to review this Agreement with their legal counsel.

CITY OF OLYMPIA

By: _____
Stephen H. Buxbaum, Mayor

Date: _____

APPROVED AS TO FORM:

By: Mark E. Barber
Mark E. Barber, City Attorney

Date: 04/20/2015

PORT OF OLYMPIA

By: _____
E.B. Galligan, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Heather L. Burgess, Port Legal Counsel

Date: _____