

WATER CONNECTION AGREEMENT

This Interlocal Agreement (ILA) is entered into this 19 day of September, 2017 by and between the **East County Fire & Rescue** a special purpose district of the State of Washington (hereinafter ("ECFR"), and the **Port of Camas Washougal**, a Washington public port district (the "Port"), (collectively "Parties") in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

RECITALS

1. The Port owns and operates the Grove Field Airport ("Grove Field"). The Port provides fire protection / suppression services at Grove Field and seeks an improved water source for that purpose.
2. ECFR owns and operates a fire station located at 600 NE 267th Ave, Camas, WA located adjacent to Grove Field.
3. ECFR has a fire protection water system "Water System" serving its station and is agreeable to allowing the Port to connect to the Water System for the Port's fire protection / suppression services at Grove Field, as described herein.

AGREEMENT

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

- 1) **SCOPE OF AGREEMENT.** The Parties agree that the Port may connect to the Water System to supply the Port's fire system for the Grove Field airport (sprinklers and hydrants) ("Water Supply").
- 2) **PARTIES' ALLOCATION OF COSTS.** The Parties allocated their respective responsibilities as follows:
 - A. The Port is responsible for and shall pay all costs of the connecting to the Water System.
 - B. The Port shall pay ECFR the actual costs ECFR incurs in operating its Water System (in 2017 the total annual cost is estimated at \$522.00). ECFR shall invoice the Port each January for the prior year's annual cost. The Port shall pay such invoice within 30 days of receipt. Failure to timely pay ECFR's invoice shall allow ECFR to terminate the Water Supply with 30 days advance written notice.
 - C. The Port shall be solely responsible for the operation and maintenance of the Port's water conveyance system located on Port property.
 - D. The Port shall also be responsible for performing, at its sole cost, the maintenance and testing of ECFR's Water System as may be necessary to serve the Port's fire protection / suppression services at Grove Field.

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12) **ENTIRE AGREEMENT.** This ILA constitutes the entire agreement of the parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this ILA. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.

13) LEGAL RELATIONS.

A. Independent Governments. The Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed that this ILA is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this ILA. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

B. Legal obligations. This ILA does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this ILA shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

D. Recording. A copy of this ILA shall be recorded in the Office of the Clark County Auditor as provided by law, or shall be posted to each Parties' web site.

14) **RECORDS AND AUDIT.** During the term of this ILA, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this ILA and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

15) LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP.

A. Except as provided above, each Party shall finance its own conduct of responsibilities under this ILA. No ownership of property will transfer as a result of this ILA.

B. The Port recognizes that ECFR makes no express or implied guarantees, warranties or representations with respect to the water connection, water supply or water quality. ECFR shall use its best efforts to provide a Water System that meets the needs of the Port but shall be under no obligation to improve, expand or upgrade its Water System to meet


the needs of the Port.

16) INDEMNIFICATION AND HOLD HARMLESS.

- A. The Port assumes all risk inherent in the connection to and use of the ECFR Water System. In consideration of the Port's connection to and use of the ECFR Water System, the Port agrees to indemnify, defend, and hold harmless ECFR, its elected or appointed officials, officers, agents, employees and volunteers from all lawsuits, damages, claims, judgments, losses, liability, or expenses for personal injuries or property damage of any kind or nature that arise out of or in connection with the Port's connection to and use of ECFR Water System whether arising from the actions or non-actions of the Port, its elected or appointed officials, officers, agents, employees, retained independent contractors, or volunteers or from third parties that may directly or indirectly use the water provided through the ECFR Water System. In the event any lawsuits or claims of any type are filed with or against ECFR relating to the connection to or use of the ECFR Water System, the lawsuit or claim shall be tendered to the Port for defense and indemnification with legal counsel approved by ECFR.
- B. The above indemnification and hold harmless shall not apply in the event the injury or property damage is caused by the sole negligence of ECFR.
- C. In the event of damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (1) ECFR or its elected or appointed officials, officers, agents, employees, retained independent contractors, or volunteers, and (2) The Port or its elected officials or appointed officials, employees, agents, retained independent contractors or volunteers, the Port's duty to indemnify ECFR shall apply only to the extent of the negligence of the Port, its elected or appointed officials, employees, agents, retained independent contractors and volunteers.
- D. **It is further specifically and expressly understood that the indemnification provided herein constitutes the Port's waivers of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Port further acknowledges that they have mutually negotiated this waiver.**
- E. The Port agrees to be solely responsible for any damage that may occur to the ECFR Water System as a result of or directly related to the Port's connection to and use of the ECFR Water System.
- F. The Port shall maintain adequate property and liability insurance coverage covering liabilities arising from the Port's connection to and use of ECFR's Water System with liability limits of not less than \$1,000,000, per occurrence, \$2,000,000 annual aggregate. The Port shall furnish to ECFR appropriate documentation showing that such coverage is in effect and that the ECFR is an additional insured on such policy.
- G. The provisions of this Article shall survive any termination or expiration of this ILA.


[SIGNATURES APPEAR NEXT PAGE]

EAST COUNTY FIRE & RESCUE :



Michael Taggart, Board Chair
Date: 9/19/17

PORT OF CAMAS WASHOUGAL:



David Ripp, Executive Director
Date: 9-19-17

