

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR  
FIRE AND EMERGENCY MEDICAL SERVICES**

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES** ("Amendment") by and between **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1**, a Washington municipal corporation (the "District") and the **CITY OF EDMONDS**, a Washington city (the "City") is entered into this 17<sup>th</sup> day of April, 2012.

**WHEREAS**, the parties executed an Interlocal Agreement for Fire and Emergency Medical Services ("Consolidation Agreement") on November 3, 2009; and

**WHEREAS**, the parties now desire to amend the Consolidation Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the City and District hereto agree as follows:

1. Paragraph 6.7 of the Consolidation Agreement is amended to read as follows:

6.7 Public Safety Boat. Title to the City Public Safety Boat known as *Marine 16* (the "Vessel") shall be transferred to the District concurrently with the execution of this Amendment. The District's use of *Marine 16* for training and emergencies as a county-wide asset is described in the First Amendment to Interlocal Agreement for Use of Rescue and Fire Boat, which is executed concurrently herewith. Exhibit H to the Consolidation Agreement is hereby deleted.

6.7.1 The Vessel is transferred to the District "as is, where is." The parties will cooperate to execute any additional documents necessary to transfer title to the Vessel. Any transfer taxes on the transfer of the Vessel to the District will be paid by the District.

6.7.2 The District assumes responsibility for maintenance and repairs to the Vessel. However, upon the District's request, the City agrees to provide maintenance and repair services for the Vessel at the City's normal hourly shop rates for labor.

6.7.3 The Apparatus Replacement Schedule (Exhibit D to the Consolidation Agreement) is amended to include the Vessel and/or its Outboard Motors. The amended Apparatus Replacement Schedule is attached hereto. The Contract Payment for 2012 and thereafter shall reflect the addition of the Vessel to this schedule.

6.7.4 The parties agree that Interlocal Agreement for Use of Rescue and Fire Boat is terminated concurrently with this Amendment.

6.7.5 Use of the Vessel by the City of Edmonds Police Department shall continue as agreed to before this Amendment. The City is solely responsible for maintaining and certifying their operators.

6.7.5.1 The City's use of the Vessel is at the City's risk. The City acknowledges that the District is making no representations or warranties concerning the Vessel. Further, if the City uses the Vessel without a District operator, the City agrees to be solely responsible for all damage or loss to the Vessel and its apparatus while the Vessel is within the City's control and/or possession.

6.7.5.2 The City agrees to release the District from any claims associated with any training provided to it. The City further agrees to defend, indemnify and hold the District harmless from any and all claims for bodily injury or property damage arising out of the City's use and operation of the Vessel.

6.7.5.4 The City specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Chapter 51 RCW as to any claims by its employees arising from the use of the Vessel.

2. All other terms and conditions of the Consolidation Agreement shall remain in full force and effect and unchanged by this Amendment.

Dated this 17<sup>th</sup> day of April, 2012.

**SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO. 1**

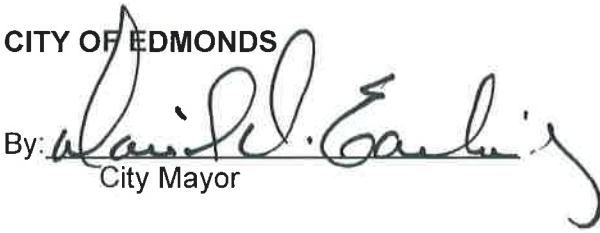
By:   
Commissioner

By:   
Commissioner

By:   
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Commissioner

By: \_\_\_\_\_  
Commissioner

**CITY OF EDMONDS**  
By:   
City Mayor

Attest:   
City Clerk

Approved as to form:

By: Sharon T. Carter  
Office of the City Attorney

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