

**FERRY EMERGENCY RESPONSE SERVICES
BETWEEN
PIERCE COUNTY AND PIERCE COUNTY FIRE
DISTRICT #27
SC-111574**

Pierce County, a legal subdivision of the State of Washington and a municipal corporation, acting through its Planning and Public Works Department (herein referred to as "County"), and Pierce County Fire District #27, a fire protection district and municipal corporation of the State of Washington (herein referred to as "District"), enter into this Agreement by which the County will provide specified support to, and District will deliver specified services from, Pierce County Ferry System.

RECITALS

WHEREAS, the District enters into this contract under the authority of RCW 52.12.021 and the parties enter into this contract pursuant to RCW 52.30.020; and

WHEREAS, Pierce County, through its Planning & Public Works – Ferry Division provides Ferry Service between the Town of Steilacoom and Anderson Island. The County desires to enter into an agreement with the District to provide emergency vessel and/or landing response services in support of the Ferry System; and

WHEREAS, the District finds it beneficial and in the interest of the community to provide emergency support to assist with ferry vessel and/or landing emergencies; and

WHEREAS, the District has the jurisdiction and expertise necessary to provide the services required by the County; and

WHEREAS, the ferry emergency response is expected to benefit the County by providing ferry emergency response services on the ferry vessels and/or landing infrastructure; and

WHEREAS, under RCW 39.34.080, County and District are authorized to contract for the provision of government services: and

WHEREAS, the District and the County have determined that it is to their mutual advantage to enter into the following agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the District as follows:

1. Scope of Services:

In the event of a Ferry emergency requiring additional response support, the County will contact the District with a request for assistance. Requests may be made through established communication channels, preferably by phone. The District will respond to the request if they are available and not actively engaged in other emergency situations or commitments. The District shall promptly inform the Ferry system, through the established communication channels, whether assistance can be provided based on current capacity and resources, and include an estimated time of response, if possible.

The District will work with the County's Ferry Administrator and/or Maintenance Program Manager, and the County's Ferry service provider, HMS Ferries, to coordinate emergency response plans and efforts during an emergency.

The District shall have the sole discretion and the obligation to allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the services described in this contract are provided by the District.

2. Compensation and Budget:

The County agrees to pay the District at the fee specified below, up to an estimated maximum amount of \$20,000.00 per year.

The per-hour fee specified below shall be the basis of compensation to the District under this agreement for Ferry Emergency Response Services as defined in the Scope of Services, above. This per hour fee shall include labor, equipment, vessels, vehicles, fuel usage, and materials or consumables. Services provided to the County by the District will be invoiced as follows and billed to the nearest ¼ hour.

Years 2025-2027: \$1,000.00 per hour.

3. Invoicing

The District shall bill the County within 30 days of the response, using an invoice form acceptable to the County.

The District shall include the following items with each invoice:

- The Contract Number SC-111574.
- The dates of response time, details on the response provided, and resources used.
- The per-hour fee rounded to the nearest ¼ hour.

The County shall issue payment no later than thirty (30) calendar days after receipt of a properly completed invoice. Invoices that are incomplete or missing required documentation may result in delayed payments.

GENERAL TERMS AND CONDITIONS:

1. Term, Renewal, Termination:

The term of this Agreement is from January 10, 2025, through January 9, 2027, unless terminated or renewed by the Parties. This Agreement may be renewed by the mutual written consent of the Parties, which shall be executed as an amendment to this Agreement.

2. Assignment and Subcontracting:

District shall not assign or subcontract this contract, in whole or in part, to any other individual, firm or entity without the express and prior written approval of Pierce County.

3. Independent Contractor:

District services shall be furnished by District as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by District as an independent contractor. District acknowledges that the entire compensation for this Agreement is specified in County Responsibilities and neither District nor District's officers, board members, employees, other agents, or volunteers are entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. District represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service (if required), and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington (if required).

District will defend, indemnify, and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

4. No Guarantee of Employment:

The performance of all or part of this contract by District shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of District or any employee of District or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

5. Governing Law:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and applicable political subdivisions of the State of Washington.

6. Right to Audit or Review:

This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by County. Such review may occur with reasonable notice to the District, and may include, but is not limited to, on-site inspection by County agents or employees,

inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. District shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

7. Amendments:

Either party may request changes in the Agreement. Any agreed modifications shall be in writing, in the form of an amendment, and signed by each of the parties.

8. Termination for Default:

If District defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors or ceases operation as a Washington State municipal corporation, the County may, by depositing written notice to District in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, District shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to District. District shall bear any extra expenses incurred by the County in completing the work, but recovery by the county shall be limited to reimbursement of amounts otherwise due under the contract. Termination of this Agreement under this section shall not constitute a breach of this Agreement by County.

If a notice of termination for default has been issued and it is later determined for any reason that District was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

9. Termination for Public Convenience:

Either County or District may terminate this Agreement with or without cause upon forty-five (45) days' written notice to the other party. Whenever the contract is terminated in accordance with this section, District shall be entitled to payment for actual work performed under the terms and conditions of this contract through the date of termination. Whenever the contract is terminated in accordance with this section, County will be entitled to delivery of work specified through the date of termination. Termination of this contract by either party under this section, shall not constitute a breach of contract.

10. Defense & Indemnity Agreement:

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission related to the actions under this Agreement, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The Parties agree to maintain a consolidated defense to claims made against them by claimants not included in this Agreement and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated.

To the extent of each Party's obligations under this provision, each Party agrees to specifically defend, indemnify, and hold harmless the indemnified Party for claims against the indemnified Party by the indemnifying Party's own employees, and, solely for the purpose of this provision, each Party specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Both Parties agree that the parties mutually negotiated this waiver.

The obligations created by this section shall survive termination of this Agreement.

11. Insurance Requirements:

The Pierce County Fire District #27 is a member of a self-insured risk management pool formed pursuant to Chapter 48.62 RCW which provides its members with insurance coverage and is funded to pay claims, judgements, and settlements for which the Pierce County Fire District #27 is found to be wholly or partially responsible. Evidence of coverage shall be delivered to Pierce County prior to execution of this Agreement. It is the responsibility of Pierce County Fire District #27 to ensure a valid certificate of coverage is in effect at all times throughout the course of the Agreement.

12. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction, interpretation or application of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington. In any dispute, whether in a court or an alternative dispute forum, each party shall be responsible for its own attorney fees and actual costs, including expert witness costs, regardless of who prevails.

13. Withholding Payment:

In the event the Ferry Administrator set forth herein (or designee) determines that District has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to District the amount determined by the County as necessary to cure the default, until the Administrator determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling District to termination or damages, provided that the County promptly gives notice in writing to the District of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrator set forth in a notice to the District of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that District acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrator which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of District, (3) to set off any amount so paid or incurred from amounts due

or to become due the District. In the event District obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to District by reason of good faith withholding by the County under this clause.

14. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County or the District in the event this provision applies.

15. Notice:

Notice under this Agreement shall be provided only in writing, by first class pre-paid U.S. mail, by personal delivery, or by email, to the designated representative of each party listed below and only at the addresses listed below. Email constitutes notice only if the subject line identifies it as written notice under this Agreement, referencing the County's contract number. Notice shall be given to the other parties if any of the physical, mailing, or email addresses change during the term of this Agreement. Notice is complete upon actual delivery or three days after deposit in the U.S. mail system, if date of actual delivery is not known, **provided that** emails received between 4:30 PM and 8:30 AM will be considered delivered at the start of the next business day. When this Agreement requires the consent of a party, the representatives listed in this section, or their designees, are authorized to provide that consent. The representatives of each party are as follows:

Pierce County:

Ferry Management
Raymond Williams, Ferry Administrator 9850
64th Street West,
University Place, WA 98467
Raymond.Williams@piercecountywa.gov

Pierce County Fire
District #27:

PC Fire District #27
J Wiggins, Fire Chief
12207 Lake Josephine BLVD
Anderson Island, WA 98303
jwiggins@pcfd27.com

16. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

17. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

18. Survival:

The provisions of paragraphs 3, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

19. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

20. Provisions required by RCW 39.34

This contract shall be listed by subject on the County's website, pursuant to RCW 39.34.040. This contract creates no separate entity, and no property shall be exchanged by the parties pursuant to this contract. No agency relationship is created by this contract. This contract shall be administered by the Fire Chief of the District and the Ferry Administrator.

21. Miscellaneous

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this contract. The language in this contract shall be interpreted as to its fair meaning and not strictly for or against any party. This contract may be executed in counterparts, i.e. at separate times and separate places, and a copy of this contract shall be deemed as valid as an original. There are no third-party beneficiaries to this contract. The signatories hereto covenant that they have been delegated with full authority to execute this contract.

**PIERCE COUNTY
AGREEMENT SIGNATURE PAGE**

SC-111574

IN WITNESS WHERE OF, the parties have executed this Agreement on the day last indicated below:

PIERCE COUNTY FIRE DISTRICT #27

DocuSigned by:

5741427AB909470...
3/11/2025
Jay Wiggins, Fire Chief Date

Approved as to legal form:

DocuSigned by:

FE42EBF3038F4DE...
3/17/2025
Eric Quinn, District Attorney Date

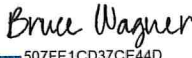
PIERCE COUNTY


Approved as to legal form:

Signed by:

612F28658AE04D0...
3/25/2025
Deputy Prosecuting Attorney Date

Approved:

Signed by:

507FE1CD37CE44D...
3/17/2025
Deputy Director Date
Planning and Public Works

Signed by:

E473305A82A74BD...
3/17/2025
Finance Director Date

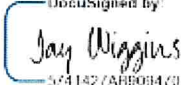
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PIERCE COUNTY AGREEMENT SIGNATURE PAGE

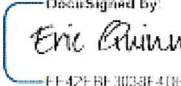
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IN WITNESS WHERE OF, the parties have executed this Agreement on the day indicated below:

PIERCE COUNTY FIRE DISTRICT #27

DocuSigned by:

5741427A8B0847D
 Jay Wiggins, Fire Chief
 3/11/2025
 Date

Approved as to legal form:

DocuSigned by:

FF42FBF3038F41D
 Eric Quinn, District Attorney
 3/17/2025
 Date

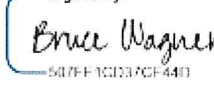
PIERCE COUNTY

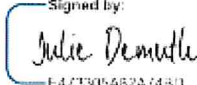
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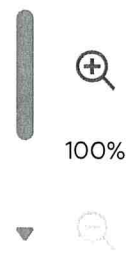
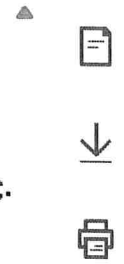
Signed by:

612F2668EAF04D0
 Jennifer Loynd
 3/2
 Deputy Prosecuting Attorney

Approved:

Signed by:

507FF1C137CF44D
 Bruce Wagner
 3/1
 Deputy Director
 Planning and Public Works

Signed by:

F472305AB7A745D
 Julie Demuth
 3/1
 Finance Director



Certificate Of Completion

Envelope Id: B995B14C-84CC-4886-B8A0-D3A0D14FF826

Status: Completed

Subject: SC-111574: Ferry Emergency Response Services

Source Envelope:

Document Pages: 8

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Karlee Iverson

1102 Broadway

Ste 101

Tacoma, WA 98402

karlee.iverson@piercecountywa.gov

IP Address: 131.191.110.165

Record Tracking

Status: Original

Holder: Karlee Iverson

Location: DocuSign

3/4/2025 3:11:49 PM

karlee.iverson@piercecountywa.gov

Signer Events

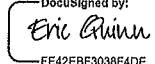
Eric Quinn

ericquinn@firehouselawyer2.com

Quinn and Quinn, P.S.

Security Level: Email, Account Authentication
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Signature

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Signature Adoption: Pre-selected Style

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Signed using mobile

Timestamp

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Viewed: 3/17/2025 7:33:07 AM

Signed: 3/17/2025 7:33:20 AM

Electronic Record and Signature Disclosure:


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Jay Wiggins

jwiggins@pcfcd27.com

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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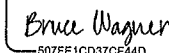
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Bruce Wagner

ppwdirector@piercecountywa.gov

Director, Planning and Public Works

Security Level: Email, Account Authentication
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Signed by:

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Julie Demuth

julie.demuth@piercecountywa.gov

Acting Finance Deputy Director

Security Level: Email, Account Authentication
(None)

Signed by:

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Signature Adoption: Pre-selected Style

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Signed: 3/17/2025 9:49:02 AM

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Signer Events

Jennifer Loynd
jennifer.loynd@piercecounywa.gov
Security Level: Email, Account Authentication
(None)

Signature

Signed by:

612F28658AE04D0...

Signature Adoption: Pre-selected Style
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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

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Carbon Copy Events

Status

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Tina Basil
tina.basil@piercecounywa.gov
Security Level: Email, Account Authentication
(None)

COPIED

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Witness Events

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Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Signing Complete	Security Checked	3/25/2025 11:49:55 AM
Completed	Security Checked	3/25/2025 11:49:55 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, FPM_DocuSign_Procurement (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact FPM_DocuSign_Procurement:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: curtis.hanson@piercecountywa.gov

To advise FPM_DocuSign_Procurement of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at curtis.hanson@piercecountywa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from FPM_DocuSign_Procurement

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to curtis.hanson@piercecountywa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with FPM_DocuSign_Procurement

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to curtis.hanson@piercecountywa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

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