

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS ENTERED INTO BY AND BETWEEN SOUTH WHIDBEY FIRE/EMS, 5535 CAMERON ROAD, FREELAND, WA., 98249, HEREINAFTER REFERRED TO AS “FIRE DISTRICT”, AND THE PORT OF SOUTH WHIDBEY, 1804 SCOTT RD., SUITE 101, FREELAND, WA., 98249, HEREINAFTER REFERRED TO AS “PORT”, AND HEREINAFTER COLLECTIVELY REFERRED TO AS “PARTIES”.

WHEREAS, the mission of the Fire District is “To Protect and Prepare the South Whidbey Community through Service and Education”; and

WHEREAS, the mission of the Port is to “enhance the economic well-being of the community and improve public access to marine areas while respecting the unique rural character and environment of South Whidbey Island.”; and

WHEREAS, the Parties recognize the value to citizens in providing a cooperative response to emergencies on South Whidbey; and

WHEREAS, the Fire District has a surplus vehicle available that fulfills a need for the Port and provides a value added service to the citizens of South Whidbey; and

WHEREAS, the Parties have enjoyed a good working relationship in the past.

NOW, THEREFORE, the parties hereto agree as follows:

I. RESPONSIBILITIES:

- a. The Fire District will transfer title of a surplus 1991 Firehorse Tender, V.I.N. 1HTSHNHRXMH337450, to the Port.
- b. The Fire District will not receive any financial consideration for the vehicle provided it is used in accordance with this agreement.
- c. The Fire District will bear no future financial or liability interest in the vehicle upon transfer to the Port.
- d. The Fire District will not warrant the vehicle in any way and the Port agrees to accept the vehicle “as is”.
- e. The Fire District will remove any and all equipment it deems necessary prior to delivery of the vehicle to the Port.
- f. The Fire District will remove any and all graphics that indicate Fire District ownership.

g. The Port will make the vehicle available to the Fire District, through normal dispatch protocols, should the Fire District determine its use necessary to benefit the citizens of South Whidbey during an emergency for which the Fire District has command authority.

h. The features of the vehicle that must be maintained by the Port are:

1. Its ability to be transported (driven) to a location within the Fire District
2. One of the two discharge valves on the exterior driver's side of the vehicle
3. The rear dump valve.

II. TERM: The terms of this agreement will commence as of the date of the last signature affixed hereto and shall continue until the Port disposes of the vehicle.

III. RELATIONSHIP TO EXISTING AGREEMENTS: Unless expressly provided otherwise in this Agreement, this Agreement is not intended to modify or supersede existing agreements and shall be construed in a manner which is consistent therewith.

IV. AGREEMENT AND ADMINISTRATION: Any changes or modifications to this agreement must be in writing and signed by both parties. Termination by either party requires written notification be sent by registered mail thirty days prior to the termination day.

V. PROPERTY: There is no joint property to be held under this agreement.

VI. SEVERABILITY: In the event that any provision of this Agreement is declared invalid or illegal, such declaration shall in no way affect or invalidate any other provisions thereof, and such other provisions shall remain in full force and effect.

DATED this 14th day of JUNE, 2016.



Chair, Port Board of Commissioners
Port of South Whidbey



Chair, Board of Fire Commissioners
South Whidbey Fire/EMS

ATTEST:


District Secretary