DERELICT VESSEL REMOVAL AND DISPOSAL
INTERLOCAL AGREEMENT
BETWEEN
SAN JUAN COUNTY, TOWN OF FRIDAY HARBOR AND PORT OF FRIDAY HARBOR

This Agreement is between San Juan County (COUNTY), a political subdivision of the State of Washington, and the Town of Friday Harbor (TOWN) and Port of Friday Harbor (PORT), both municipal corporations, all hereinafter referred to collectively as “the Parties.”

RECITALS

WHEREAS, the waterways of San Juan County are becoming increasingly congested as both local and non-local populations increase; and

WHEREAS, the marine environment is a substantial component of the various amenities upon which our local economy is based; and

WHEREAS, the ever-increasing population of vessels or other floating structures has resulted in a commensurate increase in the number of derelict vessels; and

WHEREAS, these derelict vessels are a hazard to navigation, anchoring, public health and safety, and the marine environment; and

WHEREAS, these derelict vessels are detrimental to the local economy; and

WHEREAS, it is in the best interest of the Parties to minimize the negative impact of these derelict vessels by removing these vessels from the marine environment; and

WHEREAS, the Washington State Legislature has adopted RCW 79.100 to aid in the disposal of derelict vessels; and

WHEREAS, pursuant to RCW 79.100, the Department of Natural Resources (DNR) has developed a Derelict Vessel Removal Program; and

WHEREAS, the COUNTY, the TOWN and the PORT are all authorized public entities given the authority under RCW 79.100 to dispose of derelict vessels; and

WHEREAS, funds from the DNR Derelict Vessel Removal program are available to fund up to 90% of the cost of the removal of specified derelict vessels;

WHEREAS, the authorized public entities are responsible for funding the remaining 10% of the removal costs; and

WHEREAS, the parties desire to implement a program to remove derelict vessels in San Juan County pursuant to RCW 79.100.
NOW THEREFORE IT IS AGREED THAT:

Section 1: Term

1.01 This Agreement shall begin on April 7, 2014. The Agreement shall end December 31, 2015. Any Party to this Agreement may terminate this Agreement, in whole or in part, at any time, by giving at least thirty (30) days written notice. All amendments to this Agreement shall be in writing signed by the parties.

Section 2: Cost Reimbursement

2.01 The COUNTY shall coordinate with the Department of Natural Resources to provide assurance of reimbursement of expenses from the Derelict Vessel Removal Account (DVRA) for costs incurred by the authorized public entities as a result of exercising the latter’s authority under RCW 79.100.030.

2.02 As further described in Section 3.06, the Parties shall share the local cost (authorized local entity responsibility) of removal and disposal of derelict vessels, as defined in RCW 76.100.010, whose removal and disposal costs have been approved by DNR under the Derelict Vessel Removal Program. In-kind contributions of labor, valued at cost, and of moorage, valued at the basic permanent moorage rate, may be counted as contributions. It is expected that ninety percent (90%) of the total reasonable and auditable costs of vessel removal will be reimbursed by DNR, with the remaining 10% to be shared equally among the Parties whose jurisdiction extends over the geographic location of the vessel to be removed.

Section 3: Service Provider

3.01 The COUNTY shall advertise for and retain a qualified service provider who shall be responsible for the actual recovery and disposal of derelict vessels when disposal of the vessel has been approved by the Parties and reimbursement for the disposal costs has been approved by DNR.

3.02 Minimum requirements of a qualified service provider are as follows:
3.02.1 Insurance - $1 million dollars;
3.02.2 Member of maritime consortium (drug tested);
3.02.3 Licensed Master (towing); and
3.02.4 Licensed diver (commercial certification).

3.03 In addition, the qualified service provider will demonstrate:
3.03.1 Sufficient assets/equipment to perform the required work;
3.03.2 That this type of work is part of normal business operations;
3.03.3 The ability to rapidly respond to emergency situations; and
3.03.4 Documented experience.

3.04 San Juan County shall be the contract manager and primary point of contact for the service provider.
3.05 The qualified service provider shall provide to the Parties a schedule of services and costs, on a time and materials basis, that shall be the basis for all billing for derelict vessel salvage and disposal.

3.06 For each vessel that is removed within their jurisdictional area, the Parties shall agree to the removal, to their respective share in the costs of removal, and to execution of the contract by the COUNTY, prior to removal. The areas of jurisdiction of each of the parties are set out in Attachment A.

3.07 For each removal, except in designated emergency situations, the COUNTY shall seek an assurance of funds from DNR prior to commencing actual salvage or disposal.

Section 4: Administration of the Agreement

4.01 The San Juan County Auditor shall act as the administrator of this agreement. The Port and the Town shall each provide the County with the name of the individual who is authorized to act on behalf of the Port and the Town with respect to this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SAN JUAN COUNTY

By: ____________________________
Title: ____________________________
Date: 5-19-14

TOWN OF FRIDAY HARBOR

By: ____________________________
Title: ____________________________
Date: 5-1-14

PORT OF FRIDAY HARBOR

By: ____________________________
Title: ____________________________
Date: 5-14-14

APPROVED AS TO FORM ONLY

Randall K. Gaylord
San Juan County Prosecuting Attorney
RESOLUTION NO. 2024

A RESOLUTION by the Council of the Town authorizing the Mayor to execute an interlocal agreement between the Town of Friday Harbor, San Juan County, and the Port of Friday Harbor for a program to remove and dispose of derelict vessels.

WHEREAS, the waterways of San Juan County are becoming increasingly congested as both local and non-local populations increase; and

WHEREAS, the Parties recognize that the marine environment is a substantial component of the various amenities upon which our local economy is based; and

WHEREAS, the ever increasing population of vessels or other floating structures has resulted in a commensurate increase in the number of derelict vessels; and

WHEREAS, these derelict vessels are a hazard to navigation, anchoring, public health and safety, and the marine environment; and

WHEREAS, these derelict vessels are detrimental to the local economy; and

WHEREAS, it is in the best interest of the Parties to minimize the negative impact of these derelict vessels by removing these vessels from the marine environment; and

WHEREAS, the Washington State Legislature has adopted RCW 79.100 to aid in the disposal of derelict vessels; and

WHEREAS, pursuant to RCW 79.100, the Department of Natural Resources (WADNR) has developed a Derelict Vessel Removal Program; and

WHEREAS, the Port, the County and the Town are all authorized public entities given the authority under RCW 79.100 to dispose if derelict vessels and to enter into interlocal agreements pursuant to RCW 39.34,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor is hereby authorized and directed to execute an interlocal agreement with San Juan County and the Port of Friday Harbor for a program to remove and dispose of derelict vessels.

ADOPTED this 1st day of May 2014.

TOWN OF FRIDAY HARBOR

Carrie Lacher, Mayor

[Signature]

SEAL of the
Town of Friday Harbor

ATTEST:

Amy E. Taylor, Town Clerk