

INTERLOCAL AGREEMENT
between
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7 AND SNOHOMISH COUNTY

I. RECITALS

1.1 Agreement. This Agreement made this 2nd day of March, 2018 pursuant to chapter 39.34 RCW and RCW 52.30.020, constitutes the full and complete agreement between the parties named in Paragraphs 1.2 and 1.3.

1.2 County. Snohomish County is a political subdivision of the State of Washington, (hereinafter called "County") and is the owner of real and personal property which is located within the boundaries of Snohomish County Fire Protection District No. 7. Such property includes the real property commonly known as the Evergreen State Fairgrounds along with the personal property located thereon.

1.3 Fire District. Snohomish County Fire Protection District No. 7 is a municipal corporation of the State of Washington (hereinafter called "Fire District").

1.4 Purpose of Agreement. The public health, safety, and welfare of the citizens of the respective parties to this Agreement require the development of adequate systems of fire protection control and emergency services. The Fire District is organized and equipped to give fire protection within its boundaries. The Evergreen State Fairgrounds are located within the boundaries of the Fire District, and it is desirable and of benefit to the County that the Fire District provide fire protection and emergency services to the Evergreen State Fairgrounds.

II. DUTIES OF THE FIRE DISTRICT

2.1 The Fire District shall furnish fire protection and related services to the Evergreen State Fairgrounds. The extent of such services shall be equivalent to the extent of personnel and services of the Fire District reasonably available under any given circumstance taking into consideration the demands in existence of such time and shall not be less than services that would be provided to other properties within the Fire District under such circumstances.

2.2 The Fire District shall provide additional services to the Evergreen State Fairgrounds as listed on Schedule 'A' attached hereto and by this reference incorporated herein.

III. DUTIES OF COUNTY

3.1 In consideration of the services provided by the Fire District under the terms and conditions of this Agreement, the County shall pay the Fire District an annual fee (the "Base Fee") in the amount of **THIRTY-THREE THOUSAND THREE HUNDRED AND EIGHT DOLLARS AND TWELVE CENTS (\$33,308.12)** beginning on January 1, 2018. This Base Fee shall be effective until December 31, 2018. An adjustment to the Base Fee shall be made on January 1, 2019, by a percentage equal to the percentage

increase in the CPI-U for the previous two indexes released in the month of June. For purposes of this paragraph, CPI-U means the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the Seattle-Tacoma-Bremerton Consolidated Metropolitan Statistical Area. This Base Fee shall be effective until December 31, 2019. A second adjustment to the Base Fee shall be made on January 1, 2020, by a percentage equal to the percentage increase in the CPI-U for the previous two indexes released in the month of June. This Base Fee shall be effective until the end of term of this Agreement on December 31, 2020.

3.2 If County adds new square footage of buildings or structures, increasing the total square footage beyond the current 347,780 square feet, the parties agree to negotiate in good faith to reassess the charges relating to this Agreement. In the event the parties are unable to agree upon reassessment of charges, then either party may terminate this Agreement upon ninety (90) days written notice.

3.3 If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for such future services or amounts due after the then current fiscal period and this Agreement will terminate at the end of the current fiscal period for which payment has been received. The intent of this Agreement is, during the term of the contract, for continuing budgeting for payments. This clause shall not enable the County to terminate this Agreement through intentional failure or omission to budget without cause relative to the availability of funds.

3.4 The County shall pay the Base Fee in quarterly payments to the Fire District in advance of the quarter for which services are to be rendered. The County shall pay each quarterly payment by the latest of the following dates: (i) the first day of the Quarter for which services are to be rendered, or (ii) thirty (30) days after receipt of a bill from the Fire District. All bills shall be sent by the Fire District to the Office of the Fairgrounds Manager.

IV. TERM OF AGREEMENT

4.1 The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2018, and continuing through December 31, 2020, unless terminated as provided in Paragraph 3.2, 3.3, or 7.1.

V. ADMINISTRATION

5.1 This Agreement shall be jointly administered by the following representatives of each party or their designee:

Fire District: Jamie Silva, Assistant Fire Chief, Snohomish County Fire Protection District #7, 163 Village Court, Monroe, WA 98272, 360-794-7666.

County: Tom Teigen, Parks Director, Snohomish County Department of Parks and Recreation, 14405 – 179th Avenue SE, Monroe, WA 98272, 360-805-6700.

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

VI. TERMINATION

6.1 Either party may terminate this Agreement upon One Hundred Twenty (120) Days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or fees owed in accordance with the terms of this Agreement prior to the effective date of termination. In determining the fees owed by the County, the Base Fee shall be prorated to the date of termination.

VII. MODIFICATION AND NON-WAIVER

7.1 This Agreement may only be modified by a written amendment and such modification shall take effect only after such amendment is duly executed by all parties.

7.2 The failure of any party to insist on strict performance of any of the covenants and agreements herein, or to exercise any options herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any right or any other covenants or agreements, but the same shall be and remain in full force and effect.

VIII. MISCELLANEOUS

8.1 Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

8.2 The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

8.3 Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first above written:

DATE: 3/2/18 SNOHOMISH COUNTY, WASHINGTON

By: [Signature]
Snohomish County Executive

DATE: 10/17/2017 SNOHOMISH COUNTY FIRE PROTECTION DISTRICT # 7

By: [Signature]
Roy Waugh, Commissioner

By: [Signature]
Leslie Wells, Commissioner

By: [Signature]
Randy Fay, Commissioner

By: _____
William Snyder, Commissioner

By: Shauna Willner
Shauna Willner, Commissioner

By: Dean Schwartz
Dean Schwartz, Commissioner

By: Jeff Schaub
Jeff Schaub, Commissioner

By: Marc Inman
Marc Inman, Commissioner

By: Randy Woolery
Randy Woolery

APPROVED AS TO FORM:

DATE: 11-03-17 [Signature]
Deputy Prosecuting Attorney
For Snohomish County

DATE: 10/22/17 [Signature]
Attorney for Snohomish County
Fire Protection District # 7

COUNCIL USE ONLY	
Approved:	<u>2.28.18</u>
Docfile:	<u>D-17</u>

SCHEDULE 'A'

In mutual cooperation and coordination with the Snohomish County Fire Marshal's Office and Evergreen State Fairgrounds staff, typical services provided by Snohomish County Fire Protection District # 7 may include the following:

1. Buildings and Grounds – Year-Round with recommendations submitted to the County Fire Marshal and Fairgrounds Facilities Manager.
 - a) Annual facility fire and life safety inspections and on-site review.
 - b) Review of fire protection systems.
 - c) Review of emergency access and egress, fire lanes, and fire protection equipment.
 - d) Fire protection equipment readiness review (example – fire hydrants).

2. Safety – Year round with recommendations submitted to the County Fire Marshal and Fairgrounds Facilities Manager.
 - a) Fire and life safety inspections and on-site review.
 - b) Liaison with County Fire Marshal Office, WA State Labor & Industries, Snohomish County Public Utilities District.
 - c) Unified Incident Command member of the Fair's Emergency Action Team (FEAT), with joint responsibilities to include attending safety meetings and emergency response table tops, review and updating of Emergency Action Plan, and review and updating of Incident Radio Communications Plans.
 - d) Pre-incident planning activities will occur as necessary, but not necessarily year-round or annually.

3. Training.
 - a) District to provide personnel and equipment to train Fairgrounds staff in the following areas upon request at a mutually agreeable time:
 - CPR and First Aid Training.
 - Fire Extinguishers (how to use, what type of extinguisher to use on what type of fires, etc.)
 - Fire Safety (emergency evacuation planning, etc.).
 - Fire Sprinklers.
 - b) Training Sessions – to be tailored on request.

NOTE: The Fire Protection District and the County has a separate Agreement for the provision of a first aid station and services during the annual Evergreen State Fair. Fair first aid services are not covered under this Agreement.