

**INTERLOCAL AGREEMENT BETWEEN SOUTHWEST  
WASHINGTON DEPARTMENT OF NATURAL RESOURCE  
AND  
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT 1 FOR THE  
HOUSING OF EMERGENCY EQUIPMENT**

**THIS INTERLOCAL AGREEMENT FOR THE HOUSING OF EMERGENCY EQUIPMENT** (the "Agreement") is made and entered into by and between Washington Department of Natural Resources (DNR) and Snohomish County Fire Protection District #1 (Fire District 1), collectively known as the "Parties," pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34 RCW.

**WHEREAS**, DNR is a Washington State agency; and

**WHEREAS**, Fire District 1 is a Washington municipal corporation; and

**WHEREAS**, DNR has a need for housing of certain emergency equipment (the "Emergency Equipment"); and

**WHEREAS**, Fire District 1 is able to provide housing for the Emergency Equipment identified on Exhibit A hereto.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to define the terms and conditions to allow DNR to house the Emergency Equipment on District property. The location where such Emergency Equipment may be stored is as follows: 3525 108th St. SE Everett WA (the "Property"). DNR shall be entitled to remove its Emergency Equipment as needed in order to provide response to forest fires.
2. **Term.** This Agreement shall be effective as of the date of the signing of this Agreement (the "Effective Date") and shall terminate on 10/15/2016. In addition, this Agreement may be terminated by either party upon sixty (60) days' notice by either party.
3. **Consideration.** The District hereby finds and declares that it receives a substantial benefit in the form of quicker and more effective response by DNR to attack forest fires by virtue of this Agreement, resulting in a decreased burden on District personnel. Accordingly, no monetary consideration is required.
4. **Responsibilities of DNR.** All care and maintenance of the Emergency Equipment shall be the sole responsibility of DNR. DNR agrees to bear all risk of loss or damage to the Emergency Equipment while stored on the Property. DNR hereby releases the District, its employees, commissioners and agents from all claims for loss or damage to the Emergency Equipment.
5. **Interlocal Cooperation Act.** This Agreement shall be administered by the DNR and

the Fire Chief of the District. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, no real or personal property will be acquired by any party to this Agreement in connection with the performance of this Agreement.

6. **Direction and Control.** The parties agree that each party will perform its obligations under this Agreement as an independent contractor and not as an agent, employee, or servant of the other. Each party expressly retains the right to direct and control its own activities in performing its obligations under this Agreement.

7. **Notices.** All notices required or permitted under this Agreement shall be delivered to:

**Snohomish County Fire District #1**

Attn: Chief Scott Cockrum  
12425 Meridian Ave. South  
Everett, WA 98208

**Washington Department of Natural Resources**

Attn: Steve Biggs, Fire Operations Forester  
919 N Township St  
Sedro-Woolley, WA 98284

The Parties may update notice recipients and addresses from time to time by providing notice of such to the other Party.

8. **Hold Harmless and Indemnification.** DNR agrees to protect, defend, indemnify and hold harmless the District, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind (including but not limited to property damage and bodily injury) arising out of, or in connection with, or incident to this Agreement caused by or resulting from the negligent or intentional acts or omissions of DNR, its employees or agents.

8.1. DNR hereby waives, as to claims against Fire District 1, any immunity that may be granted under the Washington State Industrial Insurance Act, Chapter 51 RCW. The parties agree that this provision has been mutually negotiated.

9. **Liability; No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and shall not be interpreted to create any rights in third parties. No liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein. None of the Parties to this Agreement assume any duty to any third party.

10. **Insurance.** DNR agrees to maintain adequate insurance or self-insurance to cover any and all claims, losses, damages, judgments or liabilities of whatever nature arising from their own acts, omissions or performance under this Agreement or those of its officials, officers, employees or agents.

11. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations

(oral and written), understandings and agreements with respect hereto.

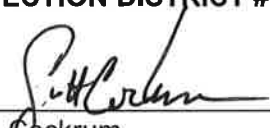
**IN WITNESS HEREOF**, DNR and Snohomish County Fire District #1 have executed this Agreement by having their respective authorized representatives affix their names in the appropriate spaces below:

**WASHINGTON DEPARTMENT OF  
NATURAL RESOURCES**

  
\_\_\_\_\_  
By: Steve Biggs  
Title: Fire Operations Forester

Date: 07/07/2016

**SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT #1**

  
\_\_\_\_\_  
Scott Cockrum,  
Fire Chief

Date: 7-20-16

