

**INTERLOCAL AGREEMENT FOR USE OF  
FIRE STATION 15**

**THIS USE AGREEMENT** ("Use Agreement") is made and entered into this 1<sup>st</sup> day of October, 2017 by and between the **CITY OF LYNNWOOD** ("City") and **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY** ("Authority").

**ARTICLE I**  
**Recitals**

- 1.1 **PRELIMINARY STATEMENT**: This Use Agreement is made with reference to the following facts:
- a. The voters of the City and Snohomish County Fire District No. 1 approved the formation of the Authority and the Regional Fire Authority Plan ("RFA Plan") effective October 1, 2017 (the "Effective Date").
  - b. The RFA Plan provides for the City Fire Station 15 (the "Station" or "Property") to be transferred to the Authority effective October 1, 2017.
  - c. The City is retaining ownership of certain artwork (the "Artwork") which is currently located within the Station.
  - d. The City requires use of the Station from time to time for City purposes.
  - e. The parties enter into this Agreement in order to define the terms and conditions for use of the Station by the City.
- 1.2 **DEFINED TERMS**: The following terms shall have the meanings specified in this article, unless otherwise specifically provided herein. Other terms may be defined in other parts of this Use Agreement.

<b><u>City</u></b> :	City of Lynnwood
<b><u>Authority</u></b> :	South Snohomish County Fire & Rescue Regional Fire Authority
<b><u>Artwork</u></b> :	Portable artwork pieces which are part of the City's Public Art Collection which are currently displayed in Station 15. The Artwork does not include the silk screened and laminated glass windows in the Station 15 building.
<b><u>Premises</u></b> :	Those portions of the Station identified herein which the City is permitted to use pursuant to this Agreement
<b><u>Exhibits</u></b> :	Exhibit "A" – Legal Description of Station Exhibit "B" – Floor Plan of Station

The above-described exhibits are attached to this Use Agreement and by this reference are made a part hereof.

**ARTICLE II**  
**Premises and Term**

- 2.1 **PREMISES**: In consideration of the formation of the Authority and various agreements between the City and the Authority, the Authority hereby grants to the City the right to use portions of the Station on the terms and conditions herein.
- 2.2 **TERM**: The initial term ("Initial Term") of this Use Agreement shall be for five (5) years commencing on the Effective Date. This Use Agreement shall automatically renew for additional consecutive one (1) year terms, unless at least twelve (12) months before the end of the initial term or the then current renewal term, as the case may be, either party provides the other party with written notice of nonrenewal, in order to give the parties adequate time to negotiate a revised Use Agreement and/or to plan for a transition.

**ARTICLE III**  
**Charges and Utilities**

- 3.1 **FEE**: No fee shall be assessed to the City for the Authorized Use. The parties agree that the rights and contractual obligations contained within this Use Agreement and other agreements between the parties constitute adequate consideration for the City's use of the Premises as provided herein.
- 3.2 **UTILITIES AND SERVICES**: The Authority shall be responsible for the cost of all utilities billed for service to the Station.

**ARTICLE IV**  
**Use of Premises, Condition of Property,  
Improvements, Removal of Property, Maintenance, and Utilities**

- 4.1 **AUTHORIZED USE OF THE PREMISES**: The City shall be entitled to use the Premises on a non-exclusive basis for the following purposes ("Authorized Uses"):
- a. Establishment of an Emergency Operations Center ("EOC") in times of disasters and emergency management training, preparation and/or deployment (e.g. SWAT) in those locations of the Stations mutually agreeable to the parties.
  - b. Use of the conference room ("Conference Room") for meetings of City staff and elected officials on a scheduled basis.
  - c. Use of the training room ("Training Room") and related projection system on a scheduled basis.
  - d. Non-exclusive use of rear storage area and storage closet located in Training Room ("Training Room Storage Area") for storage of CPR education supplies and EOC related computers and telephone equipment.
  - e. Storage of the North Sound SWAT response vehicle in the apparatus bay of the Station.

- f. Scheduled and unscheduled access to the fiber optic line ("Fiber Line") and related ports for EOC purposes, as well as repairs and maintenance to same.
- g. Continued display of those pieces of Artwork that are located in the Station as of October 1, 2017.
- h. Continued use of and access to telecom facilities until completion of City phone system transition.

4.1.1 The City shall schedule use of the Conference Room and Training Room on a calendar which is mutually accessible to the City and the Authority. The Conference Room and Training Room may be reserved on a first come/first served basis, provided, however, that the following priority level is hereby established in the event of scheduling conflicts:

- a. Regular and/or Special Meetings of the Governing Board of the Authority.
- b. Events designated by the Authority as "Priority."
- c. City meetings and functions.

4.1.2 The City shall cooperate with the Authority to minimize the impact of any Authorized Use on the Authority and its personnel. Individuals attending meetings in the Conference Room and Training Room will be permitted to utilize the restroom facilities. The City shall ensure that meeting attendees do not access other areas of the Station.

4.1.3 At the conclusion of using the Conference and Training Room, the City shall restore the Conference Room and Training Room to the condition in which it was received and shall remove any waste therefrom.

4.1.4 The Authority will establish the administrative procedures for the City EOC and law enforcement personnel to obtain 24/7 access to the Station.

4.1.5 The parties recognize that the City may need to relocate equipment and other items from time to time. The Authority will cooperate with such requests by the City to the extent that such requests do not materially interfere with the Authority's use of Station 15.

4.2 **CONDITION OF PREMISES:** The Premises will be made available to the City on an "as is" condition at the time the City engages in the Authorized Use. The City is not relying on the representations of the Authority, its officials, employees or agents thereof concerning the condition or suitability of the Premises for the Authorized Use.

4.3 **ARTWORK:** During the term of this Agreement, the City may keep the Artwork in the Station or may remove any or all of such Artwork at its discretion and at any time upon prior notice. Upon termination of this Agreement, and unless otherwise agreed to by the Authority, the City shall remove all remaining Artwork from the Station.

4.4 **MAINTENANCE BY THE AUTHORITY:** The Authority, at its sole cost and expense, shall provide routine and normal maintenance of the Station and all improvements thereon.

- 4.5 **SERVICES PROVIDED BY CITY:** In consideration of the fact that no fee is charged to the City for the Authorized Uses set forth herein, the City shall perform, at its own expense, the following services for the Station:
- a. Custodial services for the public portions of the Station per a mutually agreeable schedule.
  - b. Lawn Maintenance and Landscaping at the level such services were performed prior to October 1, 2017.
  - c. Maintenance of the irrigation system including programming, minor repairs and winterization.
  - d. The City will continue to control the security system for the Station until the Authority is able to transition the security system to the control of the RFA.
  - e. The City will continue to control the HVAC for the Station until the Authority can transition such control to the RFA.
- 4.6 **ALTERATIONS; STORAGE OF PERSONAL PROPERTY:** The City shall make no alterations to the Premises and shall store no personal property on the Premises, other than the Artwork or EOC related equipment in the Training Room Storage Area without the prior, written consent of the Authority. All property brought to the Premises during periods of Authorized Use shall be at the City's sole risk of loss and/or damage.

**ARTICLE V**  
**Miscellaneous Provisions**

- 5.1 **INDEMNIFICATION AND HOLD HARMLESS:** Each party agrees to protect, save, defend, hold harmless, and indemnify the other party, its officers, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Property, occasioned by either the negligent or willful conduct or omission of the indemnifying party, regardless of who the injured party may be; provided, that if any such demand, claim, judgment or liability is the result of the concurrent negligence of the parties, then each party's obligation under this Section applies only to the extent of that party's negligence. Each party expressly waives, as to claims by such party's employees, any immunity provided by the Industrial Insurance Act, Title 51 RCW.
- 5.2 **DEFAULT:** If either party materially fails to comply with any term or condition of this Use Agreement and fails to cure such default within thirty (30) days after receiving a detailed notice of default from the non-breaching party, then the non-breaching party may, at its option, elect to terminate this Agreement or pursue legal action to enforce the Agreement; provided, however, that termination shall not be available if the default cannot be practicably cured within such thirty (30) day period and the breaching party is taking reasonable steps to cure such default within a reasonable time.
- 5.3 **ASSIGNMENT OF AGREEMENT:** The City may not assign this Use Agreement.
- 5.4 **NOTICES:** All notices, demands, requests, consents, and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally

recognized overnight delivery service, or if mailed or deposited in the United States mail, sent by registered or certified mail, return receipt requested, and postage prepaid to:

Authority Secretary:  
South Snohomish County Fire & Rescue Regional Fire Authority  
12425 Meridian Ave.  
Everett, WA 98208

Mayor  
City of Lynnwood  
19100 44<sup>th</sup> Avenue West  
Lynnwood, WA 98046-5008

Or, to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

- 5.5 **INTERPRETATION:** This Use Agreement has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Use Agreement shall in all cases be construed as a whole according to its fair meaning and not for or against either the Authority or the City solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Use Agreement.
- 5.6 **FURTHER ASSURANCES:** The parties recognize that there will be some adjustment following the formation of the Authority. The parties agree to cooperate with each other to fulfill the purposes of this Use Agreement for their mutual benefit.
- 5.7 **GOVERNING LAW:** This Use Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any action arising out of this Use Agreement, jurisdiction and venue shall lie exclusively in Snohomish County, Washington.
- 5.8 **ENTIRE AGREEMENT:** This Use Agreement and the Interlocal Agreement contain all of the understandings between the parties concerning the matters set forth herein. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Use Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Use Agreement executed with all necessary legal formalities by the parties hereto.
- 5.9 **AMENDMENTS:** This Use Agreement may only be modified or amended by a written agreement approved and executed in the same manner as required for this Use Agreement.

DATED this 1 day of October, 2017.

**SOUTH SNOHOMISH COUNTY  
FIRE & RESCUE REGIONAL FIRE  
AUTHORITY**

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

By: K. Meador  
Commissioner

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner

**CITY OF LYNNWOOD**

By: [Signature]  
Nicola Smith, Mayor

**CITY OF LYNNWOOD**

Attest: [Signature]  
City Clerk

**Approved as to Form:**

[Signature]  
Authority Attorney

**Approved as to Form:**

[Signature]  
City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION OF STATION 15**

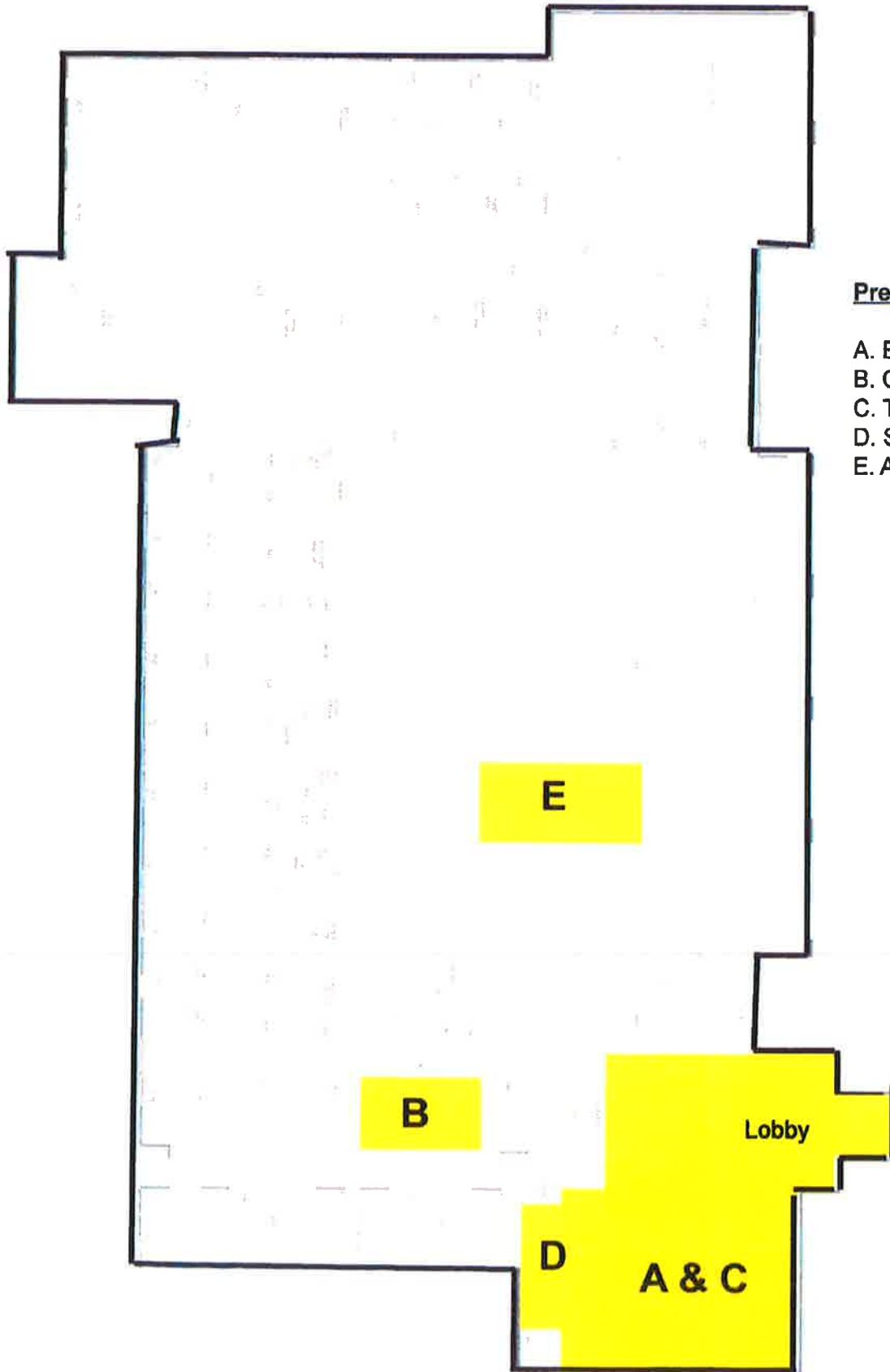
BEGINNING AT A POINT 20 FEET WEST AND 30 FEET SOUTH OF THE ONE-  
QUARTER SECTION CORNER BETWEEN SECTIONS 15 AND 16, TOWNSHIP 27  
NORTH, RANGE 4 EAST, W.M.;

THENCE WEST 235 FEET;  
THENCE SOUTH 264 FEET;  
THENCE EAST 235 FEET;  
THENCE NORTH 264 FEET TO POINT OF BEGINNING;

SITUATE IN COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**EXHIBIT B**

**FLOOR PLAN OF STATION #15**



**Premises**

- A. EOC
- B. Conference Room
- C. Training Room
- D. Storage
- E. Apparatus