

**INTERLOCAL AGREEMENT BETWEEN
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
AND THE CITY OF LYNNWOOD REGARDING TRANSITIONAL ISSUES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the "Authority") and the **CITY OF LYNNWOOD**, a Washington city (the "City") on this 1st day of October, 2017.

WHEREAS, the City and the Snohomish County Fire District No. 1 (the "District") are participating jurisdictions in the South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority"), which was approved by the voters together with the Regional Fire Authority Plan ("RFA Plan") on August 1, 2017, and created effective October 1, 2017; and

WHEREAS, the RFA Plan, developed by the RFA Planning Committee in accordance with law, provides the foundational terms and parameters for the creation and implementation of the Authority; and

WHEREAS, concurrent with this Agreement, the District and the Authority are executing an interlocal agreement that contains similar and companion terms and conditions between the District and the Authority to implement the RFA Plan approved by the voters; and

WHEREAS, the City and the Authority are public agencies as defined by Chapter 39.34 RCW, and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will align best with geographic, economic, population, and other factors influencing the needs of local communities; and,

WHEREAS, the parties desire to enter into this Agreement to effectuate the purposes of the RFA Plan in a seamless and efficient manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I. PURPOSE AND TERM.

1.1. **Purpose.** The purpose of this Agreement is to implement the RFA Plan to ensure a smooth and seamless transition of services and responsibilities from the City Fire Department to the Authority.

1.2. **Term.** This Agreement shall take effect on October 1, 2017 or on the date that this Agreement is filed with the County Auditor or posted on either party's website, whichever is later (the "Effective Date"). If this Agreement is ratified by the governing bodies of the Authority and the City after the Effective Date or is recorded after October 1, 2017, this Agreement shall be effective retroactively as of October 1, 2017, and all acts consistent with this Agreement shall be deemed ratified by the City and the Authority. This Agreement shall

remain in full force and effect until all obligations of the parties herein have been discharged, unless terminated earlier by mutual agreement of the parties.

II. TRANSFERS OF PROPERTY, FUNDS AND ASSETS.

2.1 Transfer of Property and Assets. On the Effective Date, or as soon as practical thereafter, the City shall transfer to the Authority the following property, assets and records on an "as is, where is" condition:

- a. **Real Property.** City of Lynnwood Fire Station 15 shall be conveyed to the Authority via the Quit Claim Deed substantially in the form as attached hereto as **Exhibit 1**, and City of Lynnwood Fire Station 14 shall be conveyed to the Authority via the Quit Claim Deed substantially in the form as attached hereto as **Exhibit 2**. The executed Quit Claim Deeds and associated Real Estate Excise Tax Affidavits shall be delivered to the Authority by October 1, 2017. The Quit Claim Deed for Station 15 expressly provides for transfer of ownership of the stained glass wall within the lobby of Station 15.
 - (i) In addition to the foregoing, the parties shall further execute the Easement substantially in the form as attached hereto as **Exhibit 3** for use of parking spaces, generator, and fuel tank associated with Station 15 and the Use Agreement for the City's use of Station 15, substantially in the form as attached hereto as **Exhibit 4**.
 - (ii) If, at any time, the Authority removes the stained glass wall from Station 15 and elects not to display it elsewhere on Authority property, the Authority agrees to convey the stained glass wall back to the City, at the City's option, at no cost.
- b. **Fixtures, Furnishings, Equipment, Etc.** Except as excluded below, all City owned fixtures, furnishings and equipment and other personal property associated with the City Fire Department, shall be conveyed to the Authority via the Master Bill of Sale substantially in the form as attached hereto as **Exhibit 5** (the "Master Bill of Sale"). The executed Master Bill of Sale shall be delivered to the Authority by October 1, 2017. Exclusions from this Master Bill of Sale are as follows:
 - (i) Titled vehicles which will be transferred as provided herein below.
 - (ii) Portable artwork which is currently displayed within Station 15 and
 - (iii) Station 14 and is part of the City's Public Art Collection.
 - (iv) Fiber optic line at Station 15.
- c. **Vehicles and Apparatus.** Each titled vehicle owned by the City and used by the City's Fire Department shall be conveyed to the Authority via a Vehicle Bill of Sale form substantially in the form as attached as **Exhibit 6** ("Vehicle Bill of Sale") and a signed Certificate of Title. Such documents shall be delivered to the Authority by

October 1, 2017. The City shall be responsible for reporting the sale of each vehicle to the Department of Licensing. The Authority shall be responsible for applying for issuance of a new title.

- d. Apparatus Reserve Fund. The City shall transfer to the Authority the account balance in its Apparatus Reserve Fund ("ER&R") as of September 30, 2017, as soon as practicable after the Effective Date. Pursuant to Section 6 of the RFA Plan, and in addition to the foregoing transfer, by no later than July 1, 2018 the City will make an additional \$400,000 payment to the Authority for purposes of apparatus reserve funding.
- e. Records and Materials. All reports, documents, surveys, books, records, files, papers, and electronic or written material used by the City to carry out the fire protection and emergency services powers, functions, and duties of the City Fire Department and that are owned by or in the possession of the City shall be transferred and/or made available to the Authority as provided in Article VI herein.
- f. Employment Records. The City shall transfer and/or make available to the Authority all employment records regarding the employees who will be employed by the Authority on October 1, 2017 as provided in Article VI herein.
- g. LEOFF 1 Liabilities. The City and Authority will coordinate to transfer all rights and obligations regarding LEOFF 1 retiree medical benefits, including but not limited to any Long-Term care policies, to the Authority as of October 1, 2017.
- h. Other Assets. It is possible that some assets relating to the provision of fire services may not have transferred pursuant to the RFA Plan. Any assets not contained within the RFA Plan shall be transferred only by separate, written agreement between the City and the Authority.

2.2 Payment of Fire Department Costs for Balance of 2017. Pursuant to Section 6 of the RFA Plan, the City is to pay the costs incurred by the Authority in operating the City Fire Department for the period of October 1, 2017 to December 31, 2017. The parties hereby acknowledge that the unspent portion of the amount stated in the 2017 City Budget for the City Fire Department approximates the anticipated cost of operating the City Fire Department for this period of time. The parties also recognize the administrative burden associated with tracking actual costs of operating the City Fire Department for this period of time. The parties hereby agree that, instead of tracking actual costs, the City shall pay to the Authority three (3) monthly installments in October, November, and December 2017 of the unspent portion of the amount stated in the City's 2017 Budget for the City Fire Department, as determined by the City's Finance Director.

III. CONTINUING FUNDING OBLIGATIONS

3.1 EMS Levy Revenue. Commencing January 1, 2018, and pursuant to Section 6 of the RFA Plan, the City shall pay to the Authority all amounts collected from the City's EMS levy. It is the parties' intent that the City will annually utilize a limit factor of 1% as provided in RCW 84.55.0101 for levying the EMS levy. If the City utilizes a limit factor of less than 1%, then the

City will pay the EMS revenues actually received plus an additional amount equal to the amount that would have been collected if the City had utilized a limit factor of 1%. Payment shall be made in monthly installments and reconciled at the end of each calendar year to match actual EMS revenues received by the City.

IV. CONTRACT ASSIGNMENTS

4.1 Assignments. The City shall, where possible, assign to the Authority all existing contractual agreements (including but not limited to interlocal agreements and grant agreements) entered into prior to October 1, 2017 which are directly related to the operation of the City Fire Department. A list of such contractual agreements appears on **Exhibit 7** hereto (the "Fire Department Contracts").

4.1.1 The City shall notify each contracting party under a Fire Department Contract of the formation of the Authority and the fact that the Authority intends to accept an assignment from the City of such contract effective October 1, 2017. The City shall endeavor to obtain the written consent of all contracting parties in the form of three-party, written "Assignment" acknowledging the assignment of the City's interest in such Fire Department Contracts to the Authority effective on October 1, 2017 in substantially the form attached as Exhibit 7(a) and 7(b). Copies of such assignments shall be provided to all signatories.

4.1.2 In the event that the City is unable to obtain a contracting party's consent to the assignment of any specific Fire Department Contract, the City shall notify the Authority, in which case the parties to this Agreement shall collaborate to find a solution that would allow the Authority to continue receiving the benefits from such Fire Department Contract. If the Authority determines that the continuation of any such contract is not in the Authority's best interest, the City shall be solely responsible for managing and/or terminating that particular contractual agreement.

4.2 SERS and SNOCOM Agreements. The parties shall execute the assignment agreements attached hereto as **Exhibits 8 and 9** to assign the City's fire dispatch rights and obligations in SERS and SNOCOM to the Authority as of October 1, 2017. The parties shall further coordinate with SERS and SNOCOM, as necessary, to amend the parties' interlocal agreements with SERS and SNOCOM to achieve the following goals as of October 1, 2017:

- a. Remove the City's assessment obligations related to fire and emergency medical response and transfer such obligations to the Authority; and
- b. Transfer the District's voting rights and membership status to the Authority;
- c. Preserve the City's voting rights and membership status in SERS and SNOCOM; and
- d. Transfer the City's equity stake relative to fire and emergency medical response to the Authority.

4.2.1 To the extent that the foregoing goals cannot be achieved directly through agreements with either SNOCOM and/or SERS, the parties agree to work cooperatively to effectuate such goals otherwise.

4.3 Indemnification. The City shall be responsible for performance of all obligations arising under Fire Department Contracts and that were due prior to the Effective Date, and the City shall defend, hold harmless and indemnify the Authority from all claims, causes of action or damages arising under the Fire Department Contracts for City actions or inactions constituting a breach of the Fire Department Contract prior to the Effective Date. The Authority shall be responsible for performance of all obligations arising under Fire Department Contracts that are assigned to the Authority and that become due after the Effective Date, and the Authority shall defend, hold harmless and indemnify the City from all claims, causes of action or damages arising under the assigned Fire Department Contracts for Authority actions or inactions constituting a breach of Fire Department Contract after the Effective Date.

4.4 Indemnification for Claims of Former City Employees. The City shall indemnify, defend, and hold the Authority harmless from any and all demands, claims, or actions by former City personnel, which arise out of, or relate to, the time period prior to October 1, 2017. The Authority shall indemnify, defend, and hold the City harmless from any and all demands, claims, or actions by former City personnel, which arise out of, or relate to, the time period of October 1, 2017 and thereafter.

4.5 Temporary Continued Benefits for City Employees. The parties acknowledge that certain of the City's employees' contractual benefits are, by their nature, not susceptible to assignment. In order to retain such benefits for former City employees after their transition to employment with the Authority, beginning on October 1, 2017, and continuing until such time as a permanent arrangement is established, the City shall continue to provide its respective former employees with benefits under (i) VSP Vision Care – Plan No. 07103377, and (ii) Navia Benefit Solutions Flexible Spending Account – Plan Code CLN, according to the same terms and conditions under which it provided said benefits to its employees while they were employed by the City; provided, however, that the Authority shall bear the costs and shall be responsible for the administration functions for said benefits and shall arrange with the relevant benefit providers to be billed directly. It is intended by the parties that this be a temporary arrangement and the parties anticipate that this arrangement will be supplanted by a permanent arrangement when feasible.

V. FURTHER ASSURANCES

5.1 Further Assurances. In addition to the specific actions described herein, the parties agree to take such other actions, (e.g. payroll, records transfer, and employee benefit coordination) and to reasonably cooperate with each other to effectuate the RFA Plan and this Agreement.

VI. RECORDS

6.1 Record Custody and Cooperation. The parties recognize that the cooperative nature of their relationship and history of the City providing services and employing staff that will now be provided by, and employed by, the Authority will require cooperation, collaboration and time to transfer and maintain records in which both parties may have records retention and public records disclosure obligations. The parties agree to collaborate to transfer or make available public records in accordance with applicable records retention requirements, including Chapter 40.14 RCW, and the Washington State Public Records Act, Chapter 42.56 RCW.

1. Records Custody and Transfer. Unless otherwise agreed, all records which are to be transferred to the Authority pursuant to the RFA Plan shall be transferred to the Authority as soon as practicable in the normal course of business. In addition to the foregoing, either party may request business and operational records be transferred or made available to or from the other party as necessary to efficiently conduct its operations and/or comply with applicable laws. Upon such request, the parties will coordinate to transfer or make available the records, or accurate copies thereof. If the party with custody of the requested records determines it has a business need or legal requirement to retain the records, it may retain the original records and transfer copies to the other party. If the City desires to destroy any personnel records that were created prior to the formation of the Authority and the files have not previously been transferred to the Authority, it will first offer to transfer the files to the Authority. If the Authority is required to destroy any disciplinary records pursuant to applicable sections of the Collective Bargaining Agreement, it will first notify the City.
2. Cost of Transfer and Storage. The costs for the initial copying, digitizing, and/or transferring of records from the City to the Authority shall be shared equally by the parties. Staff time shall not be charged by either party. Following the initial transfer of records, the costs of copying, digitizing and/or transferring records shall be paid for by the party receiving the transferred records. Each party will be responsible for paying for applicable storage costs of the records it retains.
3. Requests for Records. Each party may maintain custody of records the other party needs to respond to a lawful request pursuant to the Public Records Act (PRA) or subpoena (collectively referred to as a "Records Request"). A party which is responding to a Records Request ("Responding Party") and which needs records in the custody of the other shall provide written notice to the other party of the records needed. The parties shall thereafter cooperate to the fullest extent so that the Responding Party can fulfill its legal responsibilities with respect to the Records Request. Each party shall be solely responsible for complying with all legal responsibilities associated with any Records Requests that it receives.

VII. SERVICES PERFORMED BY THE AUTHORITY FOR THE CITY

7.1 Services to be Provided. The Authority will perform Fire Marshal services within the City boundaries as set forth and described in **Exhibit 10** of this Agreement.

7.2 Community and Special Events. The Authority will cooperate with the City and will, to the extent resources allows, participate in and provide resources for the following events: the Fair on 44th, National Night Out, VFW events, and other mutually agreed community and special events that may include, but are not limited to, community fairs and festivals, holiday parades and other similar events.

7.3 Public Education. The Authority will provide public education throughout the Authority as determined by the Authority.

VIII. SERVICES PERFORMED BY THE CITY FOR THE AUTHORITY

8.1 Fleet Maintenance. The City will perform Fleet Maintenance Services for the Authority. If the parties have not reached agreement on a new Fleet Maintenance Interlocal Agreement by October 1, 2017, then the parties agree to assign the existing Fleet Maintenance Interlocal Agreement between the District and City to the Authority for purposes of performing services on apparatus formerly owned by the District, and the Authority will pay the City at the 2017 shop rate for all service performed on apparatus formerly owned by the City.

8.2 Other Services Per Fire Station Use Agreement. The City will perform those services described in the Fire Station 15 Use Agreement.

IX. ADMINISTRATION

9.1 Administration of Agreement. To carry out the purposes of this Agreement, a two (2)-person committee is hereby created to administer this Agreement ("Committee"). The Committee shall consist of the Mayor and/or his or her designee of the City and the Authority Fire Chief, or their designees. The Committee shall meet no less than one (1) time per year to discuss the performance of the obligations of the City and the Authority pursuant to this Agreement; provided that either member of the Committee may call additional meetings as deemed appropriate. The Committee may develop policies and procedures to aid in the implementation of this Agreement. Unless otherwise specified in this Agreement, all decisions of the Committee must be unanimous. The Committee may mutually agree to variations to the procedural and administrative aspects of implementing this Agreement without approval by the parties' governing bodies, but only to the extent such variations are consistent with the Authority Plan and do not materially increase the cost of either party to administer this Agreement or materially decrease the revenues received by either party. In the event of a dispute of the Committee, such dispute shall be referred to the governing bodies of each party prior to using the Dispute Resolution provisions of this Agreement.

X. INDEMNIFICATION

10.1 Indemnification. To the extent permitted by law, the Authority shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the Authority, its officers, agents, and employees, or any of them, in performing services pursuant to this

Agreement. In the event that any suit based upon such a Claim is brought against the City, the Authority shall defend the same at its sole cost and expense: provided that the City retain the right to participate in said suit if any principle of governmental or public law is involved; and provided further, that if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the Authority and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the Authority, the Authority shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the Authority's obligation hereunder applies only to the extent of its negligence.

10.2 To the extent permitted by law, the City shall indemnify, hold harmless and defend the Authority and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the Authority, the City shall defend the same at its sole cost and expense: provided that the Authority retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, that if final judgment be rendered against the Authority and its officers, agents, employees or any of them, or jointly against the Authority and the City and their respective officers, agents, and employees, or any of them, for negligent acts or omissions of the City, the City shall satisfy the same; and further provided, that if any such Claim in based on the concurrent negligence of the parties, then the City's obligation hereunder applies only to the extent of its negligence.

10.3 The indemnification provisions above hereby constitutes each party's waiver of immunity under the Industrial Insurance Act, RCW 51 solely to fulfill the purposes of the foregoing indemnification provisions. This provision has been mutually negotiated by the parties.

XI. LIABILITY INSURANCE

11.1 Effective no later than October 1, 2017, each party shall carry and maintain insurance coverage as described below. Coverages shall be written with an insurance carrier admitted in the State of Washington.

General, Automobile, and Director & Officer Liability Insurance:

Coverage for damages caused resulting in personal injury, property damage or advertising liability shall be provided. Coverage shall be in an amount not less than five million dollars (\$5,000,000) per Occurrence.

11.2 The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement.

XII. DISPUTE RESOLUTION

12.1 Mediation. If the parties are unable to resolve a dispute, then upon a request by either party to mediate, the parties shall mutually agree upon a mediator. If the City and District cannot agree upon a disinterested mediator within ten (10) business days after such request, the City and the Authority shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement and is a prerequisite to binding arbitration. Except for unusual reasons beyond the reasonable control of either party, the mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and the Authority.

12.2 Binding Arbitration. If the City and the Authority are unsuccessful in resolving any dispute during mediation, either party may demand binding arbitration as provided herein.

12.2.1 The arbitration shall be conducted by JAMS in Seattle, Washington or other mutually agreeable dispute resolution service. The dispute shall be governed by the selected arbitration service's Streamlined Arbitration Rules and Procedures. The parties shall agree on a JAMS or other arbitrator with twenty (20) days from the date the matter is submitted to JAMS or other dispute resolution service. In the event that the parties fail to agree on an arbitrator within such time, then JAMS or the other dispute resolution service shall be asked to submit the names of at least three arbitrators. Each party shall have ten (10) days after receiving the list to strike one name from that list. JAMS or the other dispute resolution service shall select the arbitrator from the names on the list that have not been struck by either party. The parties may agree on another arbitrator in JAMS or other dispute resolution service or another person at any time. In the event that JAMS is unable or unwilling to provide an arbitrator and the parties cannot otherwise agree, then either party may request the Snohomish County Superior Court to designate an arbitrator.

12.2.2 The decision of the arbitrator shall be final and binding upon both parties, subject only to the right of appeal as provided in Chapter 7.04A RCW; provided, however, that in arriving at such decision, neither of the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.

12.2.3 The arbitrator cannot order either party to take action contrary to law.

12.2.4 Each party shall be responsible for its own costs incurred in the arbitration. The cost of the arbitrator shall be shared equally.

12.2.5 Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

XIII. MISCELLANEOUS

13.1 Exhibits. Attached to this Agreement are several exhibits that detail the work to be performed by the Authority in coordination with the City, and the work to be performed by the City for the benefit of the Authority. The attached Exhibits 1 through 10 (the "Exhibits") are incorporated into this Agreement by this reference.

13.2 Authority Responsible for Compliance with Laws. It is recognized that with the passage of the RFA Plan by the voters of the City and the District, a new municipal corporation was created as of October 1, 2017 with a purpose separate from that of the City, and with officers, employees, and elected and appointed officials separate from those of the City. It is recognized that as of October 1, 2017, the Authority is a stand-alone and independent legal entity completely separate in all purposes from that of the City and Snohomish County Fire Protection District No. 1. Except as otherwise provided for in this Agreement, the Authority shall be solely legally responsible for all conduct and services provided by the Authority.

13.3 City and Authority are Independent Municipal Governments. The parties recognize and agree that they are independent governments, and that no separate legal or administrative entity is created by this Agreement. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the County.

13.4 Conflicts with RFA Plan. This Agreement is intended to implement the RFA Plan. In the event of a conflict between the terms of this Agreement and the RFA Plan, the RFA Plan shall control.

13.5. Non-Waiver. No waiver of any act or omission shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.

13.6. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

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

City of Lynnwood
Attention: Mayor
P.O. Box 5008
Lynnwood, WA 98046-5008

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

13.7. Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

13.8. Survival. All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

13.9 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

13.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

13.11 Calendar Days. The word "days" as used in this Agreement shall mean calendar days unless the context otherwise specifically provides that business days are intended.

13.12 Property Ownership. Except as specifically addressed in the Agreement or the Exhibits:

1. This Agreement does not provide for jointly owned property;
2. All property presently owned or hereafter acquired by the Authority to enable it to perform the services required under this Agreement, shall remain the property of the Authority in the event of the termination of this Agreement except as otherwise expressly provided herein; and
3. All property presently owned or hereafter acquired by the City to enable it to perform the services required under this Agreement, shall remain the property of the City in the event of the termination of this Agreement.

13.13 Benefits. This Agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

13.14. Entire Agreement. This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this 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 Agreement executed with all necessary legal formalities by the respective commissions of the County

and the Authority.

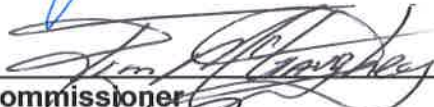
13.15 Amendments. This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authority of each party.

SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

CITY OF LYNNWOOD

By: 
Commissioner

By: 
Nicola Smith, Mayor

By: 
Commissioner


By: 
Commissioner

CITY OF LYNNWOOD

By: 
Commissioner

Attest: 
City Clerk

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

Approved as to Form:

Approved as to Form:


Authority Attorney


City Attorney

EXHIBITS

Exhibit No.	Title	Reference
1	Station 15 Quitclaim Deed	Section 2(a)
2	Station 14 Quitclaim Deed	Section 2(a)
3	Easement for Parking at Station 15	Section 2.1(a)(i)
4	Use Agreement for Station 15	Section 2.1(a)(i)
5	Master Bill of Sale	Section 2.1(b)
6	Vehicle Bill of Sale	Section 2.1(c)
7	Fire Department Contracts	Section 4.1
7a	Interlocal Agreement Assignment Form	Section 4.1.1
7b	Assignment Form for Non-ILA Contracts	Section 4.1.1
8	SNOCOM Assignment	Section 4.2
9	SERS Assignment	Section 4.2
10	Interlocal Agreement for Fire Marshal Services	Section 7.1

CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

QUITCLAIM DEED

Grantor(s): CITY OF LYNNWOOD, a Washington municipal corporation
Grantee(s): SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL
FIRE AUTHORITY, a Washington municipal corporation
Legal Description: Ptn. Sec. 16-T27N-R4E
Tax Parcel No(s): 270416 004010 00

The Grantor, **CITY OF LYNNWOOD**, a Washington municipal corporation, for good and valuable consideration the receipt of which is hereby acknowledged, and in accordance with WAC 458-61A-205(1) and (2), does hereby quitclaim to **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY ("Authority")**, a Washington municipal corporation, its entire interest in the real estate commonly known as Station 15, 18818 44TH Avenue. W., Lynnwood, Snohomish County, Washington, which is legally described below, including all after acquired title, situated in the County of Snohomish, State of Washington:

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 the County of Snohomish, State of Washington.

Note: This conveyance expressly includes the following three window motifs commissioned in 1996 and included within the City's Public Art Collection:

1. Laminated glass motif made up of black squares and measuring 37" x 48-1/2"
2. Silkscreen image measuring 37" x 93"
3. Silkscreen image measuring 23" x 93"

This conveyance also excludes the City's fiber optic line.

CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

QUITCLAIM DEED

Grantor(s): CITY OF LYNNWOOD, a Washington municipal corporation
Grantee(s): SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL
FIRE AUTHORITY, a Washington municipal corporation
Legal Description: Ptn. SE ¼ NW ¼ of Sec. 17-T27N-R4E
Tax Parcel No(s): 270417 002027 00

The Grantor, **CITY OF LYNNWOOD**, a Washington municipal corporation, for good and valuable consideration the receipt of which is hereby acknowledged, and in accordance with WAC 458-61A-205(1) and (2), does hereby quitclaim to **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY (“Authority”)**, a Washington municipal corporation, its entire interest in the real estate commonly known as Station 14, 18800 68TH AVE. W., Lynnwood, Snohomish County, Washington, which is legally described below, including all after acquired title, situated in the County of Snohomish, State of Washington:

The West 116 feet of the following described property, to wit:
Beginning at the center of Section 17, Township 27 North, Range 4 East, W.M.;
THENCE in a Westerly direction on East and West center line of said Section 17,
a distance of 70 feet to the
True Point of Beginning;
THENCE continue Westerly on said Line a distance of 256.2 feet;
THENCE angle to right 90° a distance of 170 feet;
THENCE angle 90° right a distance of 256.2 feet;
THENCE angle 90° right a distance of 170 feet, more or less, to the True Point of
Beginning;
TOGETHER WITH easement across the South 30 feet of East 70 feet of the
Southeast quarter of the
Northwest quarter of said Section 17 for road purposes.

SITUATE in the County of Snohomish, State of Washington

Restrictive Covenant/Reversionary Interest. The following restrictive covenant and reversionary interest shall be a covenant encumbering the above-described property (the "Property") and shall be made a part hereof.

The Property shall be used continuously as an Active Fire Station. In the event the Authority ceases to operate the Property as an Active Fire Station, title and ownership of the Property shall, in the sole discretion and option of the City of Lynnwood, as evidenced by a written notice letter from the City to the Authority, revert to City of Lynnwood upon payment of such compensation as may be negotiated between the City and Authority. Upon reversion of the Property to the City of Lynnwood, this restrictive covenant shall be of no force or effect.

However, in the event that the Authority ceases to operate the Property as an Active Fire Station, and after delivery of written notice by the Authority to the City of Lynnwood of such event, if the City of Lynnwood does not decide within one hundred eighty (180) days of such notice that the Property shall revert to the City of Lynnwood, then the restrictive covenant shall no longer be in effect and the Property shall not transfer to the City, in which case the Authority may dispose of the Property.

For the purposes of this restrictive covenant, an "Active Fire Station" serving the City of Lynnwood shall mean the capability to use, and the active use of, the Fire Station on the Property for fire fighters and/or emergency personnel to respond from in order to provide fire protection, emergency medical services and other related services within the City of Lynnwood and the entire Authority boundaries. All rights, obligations, and reservations shall operate as covenants running with the land and shall bind Grantee and its successors and assigns in perpetuity.

Dated this _____ day of _____, 2017.

CITY OF LYNNWOOD

Print Name: Nicola Smith
Title: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I CERTIFY that I know or have satisfactory evidence that **NICOLA SMITH** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the **Mayor** of the **CITY OF LYNNWOOD** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of _____, 2017.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

DOCUMENT TITLE(S):

EASEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

N/A

GRANTOR(S) (Last name, First name and MI):

CITY OF LYNNWOOD

GRANTEE(S) (Last name, First name, and MI):

SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

Additional grantees found on page N/A of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):

Additional legal found on page N/A of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

005019 002001 01
270416 004015 00
270416 004010 00
270416 004011 00
004049 000001 00

EASEMENT FOR PARKING, GENERATOR AND FUEL TANK

THIS EASEMENT (the "Easement") is made and entered into this 1st day of October, 2017 by and between the City of Lynnwood, a Washington municipal corporation (the "City") and the South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority").

I. RECITALS

WHEREAS, the City is the fee owner of four (4) separate parcels of real property situated in Snohomish County, Washington as follows:

- a. Snohomish County Assessor Tax Parcel No. 270416 004015 00 (referred to herein as "City Lot A");
- b. Snohomish County Assessor Tax Parcel No. 005019 002001 01 (referred to herein as "City Lot B");
- c. Snohomish County Assessor Tax Parcel No. 004049 000001 00 (referred to herein as "City Lot C"); and
- d. Snohomish County Assessor Tax Parcel No. 270416 004011 00 (referred to herein as "City Lot D"); and

all of which are legally described on **Exhibit A** hereto and shown on the site map attached hereto as **Exhibit B** [herein City Lot A, City Lot B, City Lot C and City Lot D may be collectively referred to as the "City Parking Lots";

WHEREAS, the Authority, as part of its formation, acquired the real property commonly referred to as Station 15, Snohomish County Assessor Tax Parcel No. 270416 004010 00 and which is legally described on **Exhibit C** hereto ("Station 15") from the City; and

WHEREAS, as part of the Authority's formation and the conveyance of Station 15 to the Authority, the City agreed to provide the Authority the right to utilize certain parking stalls which are, or may be, located on any combination of the City Parking Lots; and

WHEREAS, the fuel tank and generator that were conveyed to the Authority are currently situated on a portion of City Lot A; and

WHEREAS, the City requires the use of certain parking stalls on City Lot A which are partially located on the Authority Property.

II. TERMS AND CONDITIONS

NOW, THEREFORE, this Easement is granted subject to the following terms and conditions which are covenants running with the land:

Grant of Easements.

2.1 **Parking Easement.** The City hereby grants and conveys, for the benefit of Station 15, a perpetual, exclusive easement for the use of not less than twenty (20) parking spaces

(the "Designated Parking Spaces"). The Designated Parking Spaces shall constitute a floating easement and may be located on any combination of the City Parking Lots.

- a. The initial assignment of the Designated Parking Spaces shall be accomplished administratively by mutual agreement of the parties.
- b. The Designated Parking Spaces may be administratively changed from time to time by mutual agreement of the parties without the necessity of amending this Easement.
- c. The parties agree to work cooperatively to fulfill the purposes of this Easement. If a dispute arises regarding which parking spaces are to constitute the Designated Parking Spaces, the dispute shall be submitted to mediation.
- d. Notwithstanding anything to the contrary herein, the Designated Parking Spaces shall include the minimum number of handicapped parking spaces as may be required now or in the future by federal, state or local law; provided, however, that such handicapped parking spaces need may be shared with the City unless otherwise required by law. If any remodeling or other improvements to the Authority Property require assignment of additional parking spaces for compliance with applicable laws or codes, the parties agree to amend this Easement as required to comply with applicable law.

2.2 Generator and Fuel Tank Easement Area. The City hereby grants and conveys for the benefit of Station 15 a perpetual, exclusive easement for continued siting of a portion of the generator and fuel tank on City Lot A as depicted on **Exhibit B** hereto (the "Generator and Fuel Tank Easement Area").

2.3 Ingress/Egress Easement Area. The City hereby grants and conveys for the benefit of Station 15 a perpetual, non-exclusive easement over and across the paved portions of the City Parking Lots for purposes of ingress and egress to the Designated Parking Spaces.

2.4 City Lot A Bisected Parking Spaces. The Authority hereby grants and conveys for the benefit of City Lot A a non-exclusive easement to that portion of the parking spaces located on Fire Station 15 property which are bisected by the Station 15 property boundary, as shown on Exhibit B (the "Bisected Parking Space Area").

3. Parking Signage. The Authority may, at its sole cost and expense, install signs on the Designated Parking Spaces to indicate that the parking spaces are for sole use of the Authority and its agents, guests, and invitees.

4. Maintenance. The City shall be solely responsible for all costs of maintaining and/or replacing the City Parking Lots including, but not limited to, restriping, repaving, or otherwise resurfacing the Easement Areas.

5. Litigation. In the event of a dispute arising out of or related to this Easement, the substantially prevailing party shall be entitled to an award of its reasonable costs and attorneys'

fees in connection therewith. It is agreed that the venue of any legal action brought under this Easement shall be exclusively in the Superior Court for Snohomish County, Washington.

6. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of real property described herein to the general public, or for any public use or purpose whatsoever, except as may be specifically provided herein. No other right, privilege, or immunity of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein, except as specifically noted herein.

7. **Binding Effect.** This Easement, all rights associated therewith, and the covenants herein contained shall be perpetual in existence and duration and considered and construed as covenants running with the land as a burden on the respective burdened parcels, and shall be binding upon and inure and extend to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

8. **Amendments.** This Easement may not be modified, amended or terminated except by the written agreement of all parties.

9. **Captions.** The captions of this Easement are for convenience and reference only and in no way, define, limit, or describe the scope or intent of this Easement.

10. **Severability.** In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. **Neutral Authorship.** Each of the provisions of this Easement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Easement.

12. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Easement (including the predicate clauses), and this Easement supersedes all their previous understandings and agreements, written and oral, with respect to this transaction. This Easement may be amended only by written instrument executed by the parties after the date hereof.

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me **NICOLA SMITH**, the **MAYOR** of the **CITY OF LYNNWOOD**, known to me to be the person who executed the within and foregoing instrument on behalf of the City of Lynnwood and acknowledged that she executed the same for the purposes therein stated.

GIVEN under my hand and official seal this _____ day of _____, 2017.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at _____

EXHIBIT A

LEGAL DESCRIPTIONS OF CITY PARKING LOTS

CITY LOT A: SNOHOMISH COUNTY TAX PARCEL NO. 270416 004015 00

THE WEST 105 FEET OF THE EAST 360 FEET OF THE NORTH 294 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., LESS THE NORTH 30 FEET FOR ROAD.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

CITY LOT B: SNOHOMISH COUNTY TAX PARCEL NO. 005019 002001 01

THOSE PORTIONS OF BLOCK 2, LYNN CREST DIVISION NO. 3, AS PER PLAT RECORDED IN VOLUME 13 OF PLATS, PAGE 49, RECORDS OF SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

LOT 1, EXCEPT THE WEST 120 FEET AND EXCEPT THE SOUTH 25 FEET THEREOF;
LOTS 2, 3, 4, 5 AND 6, EXCEPT THE WEST 120 FEET OF SAID LOTS; LOT 7, EXCEPT THE WEST 120 FEET AND LESS THE SOUTH 30 FEET THEREOF; AND, ALL OF LOTS 8, 9, 10, 11, 12, 13 AND 14.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

CITY LOT C: SNOHOMISH COUNTY TAX PARCEL NO. 00404900000100

Lots 1, 2, 5, 6 & 7 OF CEDA WALL, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS AT PAGE 15, IN SNOHOMISH COUNTY, STATE OF WASHINGTON.

SITUATE IN SNOHOMISH COUNTY, STATE OF WASHINGTON.

CITY LOT D: SNOHOMISH COUNTY TAX PARCEL NO. 270416004011 00

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION 360 FEET WEST OF THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 30 FEET TO THE SOUTH BOUNDARY OF COUNTY ROAD AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 264 FEET;
THENCE WEST 90 FEET;
THENCE NORTH 264 FEET TO THE SOUTH BOUNDARY OF COUNTY ROAD;
THENCE EAST 90 FEET ALONG SAID SOUTH BOUNDARY OF COUNTY ROAD 90 FEET TO TRUE POINT OF BEGINNING;

SITUATE IN SNOHOMISH COUNTY, STATE OF WASHINGTON

EXHIBIT B

SITE MAP



Legend

Easements



Bisected Parking Space Area



Generator and Fuel Tank Easement Area

EXHIBIT C

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.

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

THIS USE AGREEMENT ("Use Agreement") is made and entered into this 1st 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.

<u>City:</u>	City of Lynnwood
<u>Authority:</u>	South Snohomish County Fire & Rescue Regional Fire Authority
<u>Artwork:</u>	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.
<u>Premises:</u>	Those portions of the Station identified herein which the City is permitted to use pursuant to this Agreement
<u>Exhibits:</u>	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 44th 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 _____ day of _____, 2017.

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

CITY OF LYNNWOOD

By: _____
Commissioner

By: _____
Nicola Smith, Mayor

By: _____
Commissioner

By: _____
Commissioner

CITY OF LYNNWOOD

By: _____
Commissioner

Attest: _____
City Clerk

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Approved as to Form:

Approved as to Form:

Authority Attorney

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;

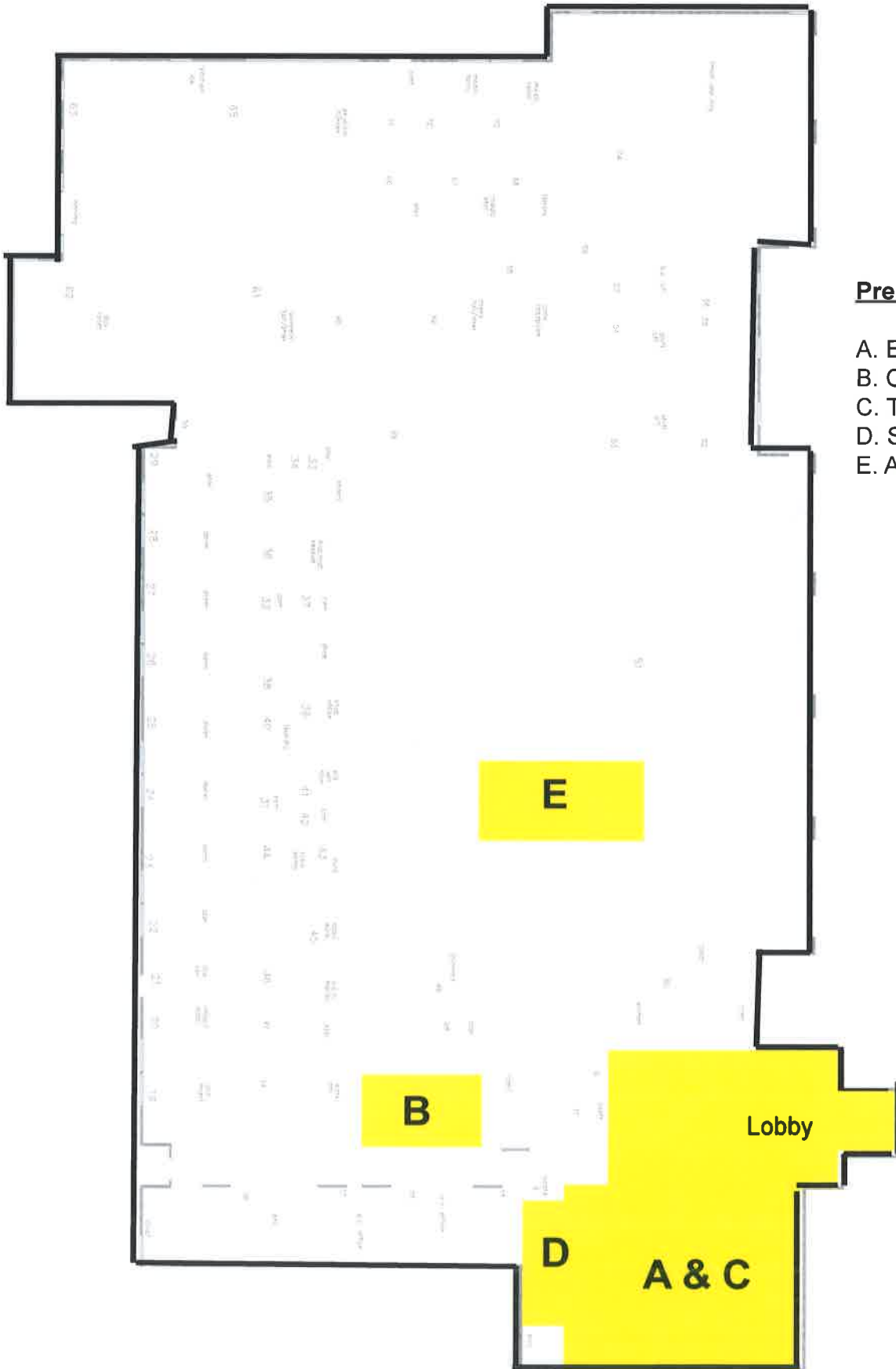
THENCE EAST 235 FEET;

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

MASTER BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the South Snohomish County Fire & Rescue Regional Fire Authority Plan, and other good and valuable consideration, the City of Lynnwood ("City") does hereby convey, grant, bargain sell, assign and transfer to the South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority") all fixtures, furnishings, equipment, and other personal property associated with the City Fire Department. Considering the significant number of individual items associated with the City Fire Department and the administrative burden of inventorying same, a specific itemization is not included with this Master Bill of Sale.

These assets are conveyed to the Authority "as is" and "where is" without any warranty of fitness or merchantability expressed or implied.

The City hereby warrants that it has good and legal title to said assets and that the above assets are sold free and clear of all liens, security interests and encumbrances of any kind and nature. The City further warrants that it will defend the RFA against all claims of superior title.

IN WITNESS WHEREOF, the City and Authority have hereunto set their signatures, hand and seal this 1st day of October, 2017.

CITY OF LYNNWOOD

Mayor

ACCEPTED BY:

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

Fire Chief

Vehicle/Vessel Bill of Sale

Use this form to gather necessary information when you sell your vehicle or vessel. **Completing this form does not transfer the title or act as a Report of Sale.** To complete the transaction, the buyer and seller have the following responsibilities:

Seller

Submit a completed Report of Sale **within 5 days** from the date of sale. The Report of Sale releases your liability from the vehicle or vessel. You can report the sale:

- In person at any vehicle licensing office
- Online (vehicle only) at **dol.wa.gov**
- Mail a Report of Sale to any vehicle licensing office. Include required fee in a check or money order, made payable to Department of Licensing.

Buyer

To apply for a new title, take the Certificate of Title and this Bill of Sale to any vehicle licensing office and pay all fees and taxes. You must apply **within 15 days** of acquiring the vehicle/vessel or you will pay a late fee. Late transfer fees start at \$50 and increase to a maximum of \$125.

NOTE: This transfer may require an emissions test.

Depending on your specific situation, other forms may be necessary. For more information, contact customer service at (360) 902-3770. Forms are available online at **dol.wa.gov** or at any vehicle licensing office.

Vehicle/Vessel information

Sale of (<i>choose one</i>) <input type="checkbox"/> Vehicle <input type="checkbox"/> Vessel		License plate/Registration number	Vehicle identification number (VIN)/Hull identification number (HIN)		
Model year	Make	Model	Date of sale	Sale price	

Seller information

Seller names		
Seller address		
City	State	ZIP code

Buyer information

Buyer names		
Buyer address		
City	State	ZIP code
Relationship Are you an immediate family member of the seller? <input type="checkbox"/> Yes <input type="checkbox"/> No		

X _____
Buyer signature

X _____
Seller signature

X _____
Buyer signature

X _____
Seller signature

EXHIBIT 7

FIRE DEPARTMENT CONTRACTS

Interlocal Agreements

1. Southwest Snohomish County Public Safety Communications Agency (SNOCOM)
2. Snohomish County Emergency Radio System (SERS)
3. City of Mukilteo #1869 for Advanced Life Support Licensing and Fire/EMS Services
4. Snohomish County #1277 for Medical Program Director
5. Snohomish County Fire District #1 #2093 for Regional Supervising EMS Physician Services
6. Snohomish County Special Operations #2515 for Special Operations Deployment
7. Washington State Military Department for Emergency Management Assistance Compact (EMAC) and Pacific Northwest Emergency Management Arrangement (PNEMA)

Contracts

1. Collective Bargaining Agreement with Lynnwood Professional Fire Fighters Local 1984
2. Clinical Training Affiliation #2156 with Swedish/Edmonds
3. Clinical Education Agreement #2750 with Providence Health Services
4. Defibrillator Services with Physio Control

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment ") is entered into this ____ day of _____, 2017 by and between the City of Lynnwood, a Washington municipal corporation (the "**Assignor**" or "**City**"), _____ (the "**Contracting Entity**") and South Snohomish County Fire & Rescue Regional Fire Authority (the "**Assignee**" or "**Authority**").

WHEREAS, Assignor and Contracting Entity entered into an Interlocal Agreement dated _____ (the "ILA"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the ILA pertains to services provided by the City Fire Department; and

WHEREAS, the City Fire Department has, as of October 1, 2017, ceased to exist and instead has been replaced by the newly formed South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority") pursuant to RCW 52.26; and

WHEREAS, pursuant to RCW 52.26.100, all functions and duties of the City are to be transferred to the Authority upon its creation;

NOW, THEREFORE, the parties agree as follows:

1. **Assignment and Assumption.** Effective October 1, 2017, the City hereby assigns to the Authority all of the City's rights, interests, duties and obligations in and under the ILA. The Authority hereby accepts said assignment and agrees to assume all of the City's rights, interests, duties and obligations under the ILA.
2. **Consent.** The Contracting Entity hereby consents to the assignment and assumption of the ILA as stated in Section 1 above.
3. **Notice.** Any notices to be provided to the City under the ILA shall, commencing on October 1, 2017 be given as follows:

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

4. **Other Terms and Conditions.** All other terms and conditions of the ILA shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DATED this _____ day of _____, 2017.

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

CITY OF LYNNWOOD

By: _____
Commissioner

By: _____
Nicola Smith, Mayor

By: _____
Commissioner

By: _____
Commissioner

CITY OF LYNNWOOD

By: _____
Commissioner

Attest: _____
City Clerk

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Approved as to Form:

Approved as to Form:

Authority Attorney

City Attorney

CONTRACTING ENTITY

Print Name:

Title:

Approved as to Form:

**Attorney for Contracting
Entity**

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment ") is entered into this ____ day of _____, 2017 by and between the City of Lynnwood, a Washington municipal corporation (the "Assignor" or "City"), _____ (the "Contracting Entity") and South Snohomish County Fire & Rescue Regional Fire Authority (the "Assignee" or "Authority").

WHEREAS, Assignor and Contracting Entity entered into a contract dated _____ (the "Contract"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Contract relates to the City Fire Department; and

WHEREAS, the City Fire Department has, as of October 1, 2017, ceased to exist and instead has been replaced by the newly formed South Snohomish County Fire & Rescue RFA (the "Authority") pursuant to RCW 52.26; and

WHEREAS, pursuant to RCW 52.26.100, all functions and duties of the City are to be transferred to the Authority upon its creation;

NOW, THEREFORE, the parties agree as follows:

1. **Assignment and Assumption.** Effective October 1, 2017, the City hereby assigns to the Authority all of the City's rights, interests, duties and obligations in and under the Contract. The Authority hereby accepts said assignment and agrees to assume all of the City's rights, interests, duties and obligations under the Contract.
2. **Consent.** The Contracting Party hereby consents to the assignment and assumption of the Contract as stated in Section 1 above.
3. **Notice.** Any notices to be provided to the City under the Contract shall, commencing on October 1, 2017 be given as follows:

South Snohomish County Fire & Rescue Regional Fire Authority

12425 Meridian Ave.
Everett, WA 98208

4. **Other Terms and Conditions.** All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DATED this _____ day of _____, 2017.

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

CITY OF LYNNWOOD

By: _____
Fire Chief

By: _____
Nicola Smith, Mayor

CONTRACTING ENTITY

CITY OF LYNNWOOD

Print Name:
Title:

Attest: _____
City Clerk

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment ") is entered into by and between **SOUTHWEST SNOHOMISH COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY** ("SNOCOM"), **SNOHOMISH COUNTY FIRE DISTRICT NO. 1** (the "District"), the **CITY OF LYNNWOOD**, a Washington municipal corporation (the "City"), and **SOUTH SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY** (the "Authority").

WHEREAS, the City and District are parties to the 2004 Interlocal Cooperation Agreement, as amended in 2010, for the Southwest Snohomish County Public Safety Communications Agency (the "ILA"); and

WHEREAS, the City currently provides both Fire/EMS and police services and participates in both the fire dispatch function and police functions of SNOCOM; and

WHEREAS, under the ILA, the City currently has two Board member positions on the SNOCOM Board; and

WHEREAS, under the ILA, the District currently has one Board member position on the SNOCOM Board; and

WHEREAS, pursuant to RCW 52.26.060, the City and the District approved a Regional Fire Authority Plan ("RFA Plan") and submitted it to the voters of both jurisdictions at the August 1, 2017 general election; and

WHEREAS, the voters of the District and the City approved the RFA Plan as well as formation of the Authority effective October 1, 2017 (the "Effective Date"); and

WHEREAS, pursuant to RCW 52.26.100 and the RFA Plan, as of October 1, 2017, all fire/EMS functions of the City and District, including all contracts, are transferred to and assumed by the Authority; and

WHEREAS, the RFA Plan contemplates (i) that the District's interests, rights and obligations (including assessment obligations) in SNOCOM will be assigned to the Authority, (ii) that the City's fire and EMS related interests, rights and obligations (including assessment obligations) under the ILA will be assigned to the Authority, and (iii) that the District's and City's equity interest related to fire dispatch functions will be assigned to the Authority; and

WHEREAS, Section 3.4 the SNOCOM Bylaws provides that membership in SNOCOM is not transferable or assignable without Board approval; and

WHEREAS, by entering into this Assignment Agreement the SNOCOM Board approves the transfer of the assignments set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. City Assignment and Assumption. Effective October 1, 2017, the City hereby assigns to the Authority all of the City's interests, duties, rights and obligations with regards to the fire dispatch function in the ILA, and by entry into this Assignment Agreement the Authority hereby

accepts said assignment and agrees to assume such interests, duties, rights and obligations. Without limiting the generality of the foregoing, the following terms apply to this assignment:

- 1.1 For the period of October 1, 2017 through December 31, 2017, the Authority will be responsible for all fire dispatch related assessments that would otherwise be assessed to the City, including but not limited to the financial contribution required of Member Agencies participating in the fire dispatch function under Section 9.g(1)(ii) of the ILA. Thereafter, the assessments attributable to the City and Authority shall be determined as provided in Section 9.g of the ILA.
- 1.2 The City's equity interest in the assets of SNOCOM relating to the City's fire dispatch functions will be assigned to the Authority. This equity interest is identified on Exhibit A hereto. The City shall retain its equity interest in the assets of SNOCOM relating to the City's police dispatch functions.
- 1.3 The City shall remain a Member Agency in SNOCOM with respect to the police dispatch function. The City will retain its two Board positions on the SNOCOM Board of Directors, in accordance with Exhibit A to the ILA.
- 1.4 The Authority will be subject to all terms and conditions of the ILA.

2. District Assignment and Assumption. Effective October 1, 2017, the District hereby assigns to the Authority all of the District's interests, duties, rights and obligations in the ILA, (including the District's equity interest identified in Exhibit A), and by entry into this Assignment Agreement the Authority hereby accepts said assignment and agrees to assume such interests, duties, rights and obligations. As such, the Authority will substitute for the District as a member of SNOCOM and shall assume the one (1) Board position currently held by the District on the Board of Directors. The District will, as of October 1, 2017, no longer be a member of SNOCOM. The Authority will be subject to all terms and conditions of the ILA.

3. Consent. SNOCOM hereby consents to the assignments and the terms and conditions set forth herein.

4. The Authority hereby accepts the assignments and terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DATED this _____ day of _____, 2017.

DATED this _____ day of _____, 2017.

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

CITY OF LYNNWOOD

By: _____
Commissioner

By: _____
Nicola Smith, Mayor

By: _____

Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Approved as to Form:

Authority Attorney

DATED this _____ day of _____, 2017.

**SNOHOMISH COUNTY
FIRE DISTRICT NO. 1**

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

CITY OF LYNNWOOD

Attest: _____
City Clerk

Approved as to Form:

City Attorney

DATED this _____ day of _____, 2017.

SNOCOM

By: _____
Executive Director

Approved As To Form:

SNOCOM Attorney

By: _____
Commissioner

EXHIBIT A
EQUITY INTEREST OF CITY OF LYNNWOOD AND SNOHOMISH COUNTY FIRE DISTRICT
NO.1 TO BE TRANSFERRED TO AUTHORITY

The equity interest for the City has been calculated using the assessment formula as described in the ILA for which 66.66% has been allocated to the City Police and 33.34% to City Fire as of December 31, 2016. The City's total equity interest is \$863,105. The City's equity interest portion allocated to the City Fire and being transferred to the Authority is \$287,759. The equity interest portion allocated to the City Police, remaining with the City as described in Section 1.2 of the Assignment Agreement, is \$575,346.

The equity interest for the District has been calculated using the assessment formula as described in the ILA. As of December 31, 2016, the equity interest allocated to the District and being transferred to the Authority is \$447,776.

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment ") is entered into by and between **SNOHOMISH COUNTY EMERGENCY RADIO SYSTEM ("ERS")**, **SNOHOMISH COUNTY FIRE DISTRICT NO. 1** (the "District"), the **CITY OF LYNNWOOD**, a Washington municipal corporation (the "City"), and **SOUTH SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY** (the "Authority").

WHEREAS, the City and District are parties to the Snohomish County Emergency Radio System (ERS) Interlocal Cooperation Agreement, first executed in 1999, which forms the entity known as Snohomish County Emergency Radio System (ERS) (the "ILA"); and

WHEREAS, the City currently provides both Fire/EMS and police services and participates in both the fire dispatch function and police functions of ERS; and

WHEREAS, under the ILA, currently the City and the District each have one Board member position on the ERS Board; and

WHEREAS, pursuant to RCW 52.26.060, the City and the District approved a Regional Fire Authority Plan ("RFA Plan") and submitted it to the voters of both jurisdictions at the August 1, 2017 general election; and

WHEREAS, the voters of the District and the City approved the RFA Plan as well as formation of the Authority effective October 1, 2017; and

WHEREAS, pursuant to RCW 52.26.100 and the RFA Plan, as of October 1, 2017, all fire/EMS functions of the City and District, including all contracts, are transferred to and assumed by the Authority; and

WHEREAS, the RFA Plan contemplates (i) that all of the District's interests, rights and obligations (including assessment obligations) in ERS will be assigned to the Authority, (ii) that the City's fire and EMS related interests, rights and obligations (including assessment obligations) under the ILA will be assigned to the Authority, and (iii) that the District's and City's equity interest related to fire dispatch functions will be assigned to the Authority; and

WHEREAS, recently, the ERS Board approved an amendment to the ILA that provides that ERS members that form a regional fire authority shall enter an agreement that allocates responsibility to pay the ERS assessments and that allocates the members' equity interest in ERS; and

WHEREAS, by entering into this Assignment Agreement the ERS Board consents to the assignments stated herein.

NOW, THEREFORE, the parties agree as follows:

1. City Assignment and Assumption. Effective October 1, 2017, the City hereby assigns to the Authority all of the City's interests, duties, rights and obligations that relate to fire and EMS functions in and under the ILA, and by entering into this Assignment the Authority hereby

accepts said assignment and agrees to assume such interests, duties, rights and obligations. Without limiting the generality of the foregoing, the following terms apply to this assignment:

- 1.1 For the remainder of calendar year 2017, the Authority shall be responsible for 33.34 percent of any and all assessments that would otherwise be assessed to the City, including but not limited to the financial contribution required of Member Agencies under Article 10.10 of the ILA. This percentage represents the percentage of fire related dispatch calls in the City. The City shall remain responsible for 66.66 percent of said assessments. ERS shall bill the Authority directly for the portion of the assessments allocated to the Authority under this Section.
- 1.2 For calendar year 2018, the Authority and the City will be billed according to the ILA.
- 1.3 The City's total equity interest in the assets of ERS is currently \$402,988. 33.34 percent of the City's total equity interest, or \$134,356.20, is assigned to the Authority. The City shall retain 66.66 percent of its equity interest, or \$268,631.80.
- 1.4 The City shall remain a Member Agency in ERS with respect to police functions. The City shall retain its one (1) Board position on the ERS Board of Directors.

2. District Assignment and Assumption. Effective October 1, 2017, the District hereby assigns to the Authority all of the District's interests, duties, rights and obligations in the ILA, including the District's entire equity interest. By entering into this Assignment, the Authority hereby accepts said assignment and agrees to assume such interests, duties, rights and obligations. As such, the Authority will substitute for the District as a member of ERS and shall assume the one (1) Board position currently held by the District on the ERS Board of Directors. As of October 1, 2017, the District shall no longer be a member of ERS.

3. Authority's Acceptance of Assignment. The Authority hereby accepts the assignments and terms and conditions stated in this Assignment. The Authority will be subject to all terms and conditions of the ILA.

4. Consent. ERS hereby consents to the assignments and the terms and conditions stated in this Assignment.

DATED this _____ day of _____, 2017.

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

CITY OF LYNNWOOD

By: _____
Commissioner

By: _____
Nicola Smith, Mayor

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Approved as to Form:

By: _____
Authority Attorney

**SNOHOMISH COUNTY
FIRE DISTRICT NO. 1**

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Attest/Authenticated:

By: _____
Finance Director

Approved as to Form:

By: _____
City Attorney

**SNOHOMISH COUNTY EMERGENCY
RADIO SYSTEM**

By: _____
Executive Director

Approved As To Form:

By: _____
ERS Attorney

**INTERLOCAL AGREEMENT BETWEEN
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
AND THE CITY OF LYNNWOOD FOR FIRE
MARSHAL SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE** regional fire authority, a Washington municipal corporation (the "Authority") and the **CITY OF LYNNWOOD**, a Washington city (the "City") on this 1st day of October, 2017.

WHEREAS, the Authority was formed effective October 1, 2017; and

WHEREAS, the Regional Fire Authority (RFA) Plan contemplates that the City will contract for fire marshal services from the Authority; and

WHEREAS, the Authority and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements to provide high quality services to the public in an efficient manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to ensure high quality and uninterrupted fire marshal services to the residents of the City during the term of this Agreement.

2. **Term.** This Agreement shall commence on October 1, 2017 or on the date that this Agreement is filed with the County Auditor or posted on either party's website, whichever is later (the "Effective Date") and will continue until terminated as provided herein. Either party may terminate this Agreement for any reason upon not less than twenty-four (24) months' advance written notice; provided, however, that neither party shall issue notice of termination prior to December 31, 2020.

2.1 **Termination by Authority for Cause.** The Authority may also terminate this Agreement upon thirty (30) days' notice if the City fails to pay an undisputed Contract Payment installment within ninety (90) days of its due date, and fails to cure the failure to pay prior to the termination date stated in the notice.

2.2 **Termination by City for Cause.** If the Authority is in material breach of any term or condition herein, the City may provide the Authority with a written notice describing the default in detail. The Authority shall cure such breach within ninety (90) days after receipt of such notice and shall confer with the City on the steps being taken; provided, however, that the time for cure shall be extended if the default cannot be cured within ninety (90) days and the Authority is making a good faith effort to cure such default in a timely manner. If the Authority fails to timely cure the default as provided in this section, the City may issue written notice of termination which shall take effect not less than thirty (30) days following such notice.

3. **Services.** During the term of this Agreement, the Authority agrees to provide those fire marshal services identified on **Exhibit A** hereto (the "Services") within the boundaries of the City, as those boundaries may be adjusted in the future.

4. **Level of Service.** The Services shall be provided in such a manner as to maintain the existing levels of service provided by the City immediately prior to the Effective Date until or unless a revised scope of services is mutually agreed upon in an amendment to this Agreement in accordance with Section 24 below.

4.1 The Services shall be administered in the interest of the City and shall be performed in a professional and competent manner pursuant to and within the timelines required of the City's Municipal Code (the "Code"), City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of the Services. It is recognized by both parties that there are exceptions that will impact turnaround times that shall be taken into consideration in determining compliance with this section of the Agreement.

4.2 In the event the City, for any reason, determines that it is in the interest of the City to change the defined Level of Service, the Contract Payment shall be adjusted in accordance with **Exhibit B**. Any modification to the Level of Service shall be stated in a written amendment to this Agreement specifying the modifications to the Level of Service and the changes to the Contract Payment. In the event substantial volume increases affect the ability of the Authority to meet the defined Level of Service, the parties agree to collaborate in the public interest to address adjustments in the Contract Payment necessary to satisfy the Level of Service or to make changes to the Level of Service on mutually agreeable terms; provided, that no adjustment to the Contract Payment or change to the Level of Service shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below.

4.3 Designees from each party shall meet on a regular basis at the request of either party, to discuss the Level of Service, the Contract Payment and any other issues arising out of the performance of this Agreement.

5. **Personnel, Equipment and Office Space.**

5.1 The Authority shall be solely responsible for establishing and supplying all staffing (the "Assigned Authority Personnel") and all equipment necessary to provide the Services, except for any equipment which the City is expressly required herein to provide.

5.2 As partial consideration for the Services, the City shall provide the following to the Authority at no cost: (i) suitable office space within the City for the Assigned Authority Personnel; (ii) access to office equipment and supplies reasonably needed to provide Fire Prevention services e.g. computers, internet access, telephones, computer software licenses, etc.

5.3 The City shall provide the Assigned Authority Personnel with access to permit files and other City records reasonably necessary for the Authority to provide the Services.

6. **City Fees, Billing and Collection.** The City may continue to impose and charge fees related to fire prevention services. The City shall collect and shall be entitled to retain all such fees that are collected. Billing and collection services associated with the City's fees shall be solely performed by City staff.

7. **Contract Payment.** Beginning January 1, 2018, the City shall, in consideration of the Services, pay the Authority an annual sum (the "Contract Payment") in accordance with **Exhibit B**. The parties agree that for 2017, the City's obligation to pay the remaining portion of its Fire Department budget constitutes full payment for the Services to be provided by the Authority from October 1, 2017 to December 31, 2017.

7.1 Contract Payment Adjustment. Each year, no later than September 1, the Authority shall submit to the City a statement showing the Contract Payment for the ensuing year, taking into account increases in labor costs.

7.1.1 Adjustment Date Not Met. If a new collective bargaining agreement (CBA) between the Authority and the IAFF Local which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the local chapter of the IAFF. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2017 and a new CBA is executed on December 1, 2019 but made retroactive to January 1, 2018, the Adjustment Year would be 2018.

7.1.2 Compensation Adjustments. **Exhibit B** is designed to set forth an estimated level of compensation that fully compensates the Authority for the actual cost of providing the Services as defined in **Exhibit A**. If the parties determine that the calculation on **Exhibit B** results in an overcompensation or undercompensation, the City and Authority shall cooperate to make adjustments to **Exhibit B**, as necessary, to achieve the goal of compensating the Authority for the actual cost of providing the Services; provided, that no adjustment to **Exhibit B** shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below. The parties shall meet and confer on a regular basis to review performance and level of service of this agreement.

7.1.3 Creating Unfunded Mandates. The City shall not create any unfunded mandates for increased service or reporting by the Authority without fully compensating the Authority for actual costs incurred.

8. **Payment.** Beginning January 1, 2018, the Contract Payment shall be due and payable in four equal installments made by the fifteenth (15th) day of the month in the months of January, April, July and October. The Authority shall issue an invoice to the City at least thirty (30) days in advance of the due date. If payment of an undisputed installment is more than thirty (30) days delinquent, interest shall accrue at the rate of twelve percent (12%) per annum.

9. **Fire Code Official.** For purposes of Section 103.2 of the International Fire Code (IFC), the Authority Fire Chief shall be designated the Fire Code Official for the City during the term of this Agreement. In consultation with the City, the Fire Chief shall designate an individual to serve as the City Fire Marshal and ensure the assignment of fire prevention personnel to support the needs of the City as defined in **Exhibit A**. The Fire Marshal and prevention personnel will perform the functions specified in this Agreement, International Fire Code, City ordinances, and other adopted fire service standards. The City shall retain the full and ultimate authority for code adoption, interpretation and enforcement. The Fire Marshal and Fire Prevention personnel shall be certified commensurate with duties assigned.

9.1 Fire Code refers to all applicable fire codes and prevention standards ("Codes") of Section 103.2 of the International Fire Code (IFC) and LMC Title 9 as that section may be amended or recodified by the City.

9.2 The Fire Code Official may, from time to time, make recommendations to the City regarding suggested revisions or amendments to the City's Fire Code. Such recommendations shall be made according to the process prescribed by the City.

10. **Fire Plan Review & Inspections.** The following terms and conditions shall apply with regards to Plan Review services outlined on **Exhibit A**:

10.1 All services provided pursuant to this Exhibit shall be performed in a professional and competent manner pursuant to and within the timelines required of the Codes, City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.

10.2 The personnel assigned to the Fire Marshal's office shall maintain their operational training and provide operational support as part of their daily activities as directed by the Authority.

11. **Fire Code Enforcement.** The following terms and conditions shall apply with regards to those Fire Prevention Code Enforcement services outlined on **Exhibit A**:

11.1 The City shall be responsible for providing prosecution services and legal counsel necessary to prosecute any civil or criminal code enforcement issues when enforcement requires judicial action (including hearing examiner proceedings). Once enforcement is turned over to the City for judicial action, the City retains independent prosecutorial discretion as to how or whether to proceed with enforcement action. The City will also maintain responsibility for any Code enforcement activities that require the presence or involvement of commissioned law enforcement officers. The Assigned Authority Personnel who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist the City with enforcing the IFC at the sole cost of the Authority. If the parties mutually agree, the City may provide Assigned Authority Personnel with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute,

has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the general public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.

11.2 The Authority will coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.

11.3 The Authority will attend and provide testimony and exhibits at Code enforcement hearings before the City's Hearing Examiner, and upon appeal, if any, to court.

12. Fire Investigation Services. The following terms and conditions shall apply with regards to those Fire Investigation services outlined on **Exhibit A**:

12.1 The Authority will coordinate arson investigation activities with the City Police Department as necessary. The City may issue a limited commission to investigators to allow for sharing of privileged information or other activities approved by the City Police Chief.

12.2 All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

12.3 The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

12.4 The City reserves the right to use Snohomish County Fire Marshal's Office to assist with the performance of the services in this section.

13. **Records.** All records received, used or prepared in connection with the Services shall remain in the custody of the City and shall be maintained in such manner(s) as may be prescribed by the City. All such records shall be accessible by the Assigned Authority Personnel in order to perform the Services.

13.1 The City shall be solely responsible for responding to Public Records Requests received by the City which involve public records generated pursuant to this Agreement; provided, however, that the Authority and Assigned Authority Personnel shall assist, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.

13.2 The Authority shall be solely responsible for responding to Public Records Requests received by the Authority which involve public records generated pursuant to this

Agreement; provided, however, that the City shall cooperate, as necessary, in providing records necessary for the Authority to fulfill its statutory duties under RCW 42.56.

14. Indemnification.

14.1 To the extent permitted by law, the Authority shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the Authority, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the City, the Authority shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the Authority and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the Authority, the Authority shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the Authority's obligation under this Section applies only to the extent of its negligence.

14.2 To the extent permitted by law, the City shall indemnify, hold harmless and defend the Authority and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the Authority, the City shall defend the same at its sole cost and expense; provided that the Authority retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the Authority and its officers, agents, employees or any of them, or jointly against the Authority and the City and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the City, the City shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the City's obligation under this Section applies only to the extent of its negligence.

15. City and Authority Are Independent Municipal Governments. The parties recognize and agree that they are independent governments. No separate legal or administrative entity is created by this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property acquired or used by either party in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.

16. Administration of Agreement. This Agreement shall be administered by the Authority's Fire Chief and the Mayor of the City. The Fire Chief and Mayor shall meet regularly and at the request of either party to ensure the satisfaction of the City with the Services. The Mayor may provide input to the Fire Chief concerning desired outcomes concerning the Services.

16.1 In addition to the foregoing, the Authority will provide such reports as may be reasonably requested by the Mayor in order to remain informed regarding the Services performed pursuant to this Agreement.

17. **Assigned Authority Personnel.** The Assigned Authority Personnel shall at all times be Authority employees and shall not be deemed to be loaned employees of the City. The Authority shall be solely responsible for all compensation due to Assigned Authority Personnel, supervision and discipline. The City shall immediately notify the Human Resources Director for the Authority concerning any actions by Assigned Authority Personnel requiring involvement by the Human Resources Department. The Authority retains the right to move employees within the Prevention Division.

18. **Dispute Resolution.** It is the intent of the parties herein to attempt to resolve all disputes between them without litigation. The parties shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the parties. If the parties cannot agree upon a mediator, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS) and request that a mediator be appointed. If the parties cannot agree on which of these services to use, one of them shall be selected at random. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation.

18.1 Jurisdiction and venue for any dispute arising out of this Agreement shall lie exclusively in the Superior Court of Snohomish County, Washington. Each party expressly waives the right to a jury trial.

19. **Non-Waiver.** No waiver of any act or omission, including but not limited to acceptance of payment by the Authority, shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.

20. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

South Snohomish County Fire & Rescue
Attention: Fire Chief
12425 Meridian Ave.
Everett, WA 98208

City of Lynnwood
Attention: Mayor
PO Box 5008
Lynnwood, WA 98046-5008

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted

delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

21. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

22. **Survival.** All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

23. **Entire Agreement.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this 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 Agreement executed with all necessary legal formalities by the legislative authorities of each party.

24. **Amendments.** This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authorities of each party.

SNOHOMISH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

CITY OF LYNNWOOD

By: _____
Commissioner

By: _____
Nicola Smith, Mayor

By: _____
Commissioner

CITY OF LYNNWOOD

By: _____
Commissioner

By: _____
Commissioner

Attest: _____
City Clerk

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

EXHIBIT A LIST OF SERVICES

I - PLAN REVIEW AND INSPECTION SERVICES:

The Authority will provide Plan Review and Inspection Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. The description of Plan Review and Inspection Services in this **Exhibit A** is intended to provide an overview of the Services that were previously provided by the City's Fire Department. The Services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by the City's Fire Marshal's Office. Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including LMC Title 9 as that section may be amended or recodified by the City.

The Authority shall provide in consultation with the City the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Administer plan review programs and activities to include plan review, construction inspections, Code compliance and enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Coordinate with the City to process development plans and code-related permit application packages in a timely manner consistent with City established customer service goals and applicable laws agreed to by the Authority upon annual contract review and approval. The City and Authority shall coordinate expedited review of plans and code-related permit applications as needed by the City. Services may be undertaken by a third party or overtime as mutually agreed to by the Authority and City, as needed to meet the timeliness and/or expertise required by the City.
- D. Perform all other administrative tasks necessary to support Plan Review and Inspection Services for the City.
- E. Coordinate with the City the scheduling and conducting of new construction / tenant improvement inspections for fire code compliance.
- F. Review Special Event applications/sites for fire code compliance.
- G. Assist and advise the City in its research of properties, systems and code requirements for potential projects and existing buildings.
- H. Participate in the Land Use Planning process to ensure code compliance.
- I. Coordinate with City the provision of development program services to include pre-construction meetings, pre-development meetings, inspections, inspecting fire protection systems, final acceptance tests, field review of fire related permits, coordination with the Building Services Division for the issuance of Certificates of Occupancy.

II - FIRE CODE ENFORCEMENT:

The Authority shall provide the following Fire Prevention Code Enforcement Services in Lynnwood city boundaries:

- A. Perform inspections required or authorized by the Code.
- B. Investigate and resolve Code violation complaints or inquiries.
- C. Perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.
- D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- F. Approve and/or Review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- G. Perform all other tasks related to providing the above Fire Prevention Code Enforcement Services.
- H. Manage the Fire Department Emergency Access program.
- I. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation.
- J. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and confer regarding the number of inspections to be achieved on an annualized basis.
- K. Assist and Support Fire Operation Division in responses to Fire Alarm, Fire Sprinkler and associated fire protection feature alarms.
- L. Faulty systems reporting
- M. Process Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.
- N. The parties shall coordinate the Process Special Event applications for Safety Provisions and Fire Code Compliance within the timeline for the corresponding City review.
- O. Process Business License Applications, including inspections for Fire Code Compliance.

III - FIRE INVESTIGATION SERVICES:

The Authority shall perform Fire Investigation Services that include but are not limited to:

- A. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with

prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.

- B. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of twenty thousand dollars (\$20,000) or more if cause cannot be determined by on-scene personnel.
- C. Coordinate arson investigation activities with the Lynnwood Police Department as necessary.
- D. Respond to all working fires when requested during working hours and all working fires after hours if available.
- E. Participate in regional and state fire investigative organizations and activities.
- F. Perform all other tasks related to Fire Investigation Services.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

IV - GENERAL FIRE PREVENTION MANAGEMENT:

- A. Direct the management and supervision of personnel assigned to the Fire Prevention Division.
- B. Maintain records in accordance with state-approved retention schedules and fulfill public record requests in accordance with City requirement.
- C. Recommend and prepare updates to the Code for consideration by the City, including but not limited to state mandated updates to the International Fire Code.
- D. Perform all other administrative tasks necessary to support the Fire Prevention Division Services for the City, including all administrative tasks designated by the Code as the responsibility of the Fire Chief, Fire Marshal, and/or Fire Code Official.

EXHIBIT B

2018 Fire Marshal Service Contract Estimate

Labor	\$	690,147
M&O/Administration	\$	103,522
Capital	\$	25,000
Total Cost	\$	818,669

Note 1: Labor costs are based on 2017 Lynnwood current salary and benefit rates.

Note 2: In accordance with 7.1.1, if a new collective bargaining agreement (CBA) between the Authority and the IAFF Local which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the local chapter of the IAFF. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2017 and a new CBA is executed on December 1, 2019 but made retroactive to January 1, 2018, the Adjustment Year would be 2018.

Note 3: M&O/Administration costs are related to human resources, accounting, payroll services, fleet maintenance, uniforms, radios, field technology, etc.

Note 4: Capital costs are related to fleet management for inspector vehicles on an 8-year replacement schedule and will increase 3% annually.