

**INTERLOCAL AGREEMENT
EMAC DEPLOYMENT LEGAL FEES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 5th day of September, 2019 by and between various governmental entities who are signatories hereto (individually "Party" or collectively "Parties") under the authority of Chapter 39.34 RCW (the "Interlocal Cooperation Act").

**ARTICLE I
RECITALS**

This Agreement is made with reference to the following facts:

- a. Snohomish County Fire District No. 26 and each additional Party hereto are located within the Northwest Fire Defense Region as specified by RCW 43.43.963.
- b. From time to time, Washington State Military Department issues notices to fire departments requesting availability of resources to send on an out of state EMAC mission.
- c. The District has previously deployed resources on various EMAC missions to California and received portal to portal reimbursement.
- d. In December 2017, the Emergency Management Division drafted Appendix 1 to Emergency Support Function 4 of the Washington State Comprehensive Emergency Management Plan ("Appendix 1"). Appendix 1 indicates that portal to portal will be paid to deploying agencies only if that is part of their normal, pre-existing personnel or union pay policies and practices.
- e. In April 2018, the Northwest Regional Fire Defense Board amended the Northwest Regional Fire Defense Plan ("Northwest Plan") in order to respond to the provisions of Appendix 1, thereby allowing for portal to portal pay for out of state EMAC deployments.
- f. Subsequently, EMD advised the District that the revisions to the Northwest Plan would not entitle an agency in the Northwest Region to receive portal to portal pay and, furthermore, that portal to portal reimbursement is not available for out of state EMAC deployments unless the deploying agency has a pre-existing portal to portal pay policy.
- g. In August 2018, the District deployed resources on an EMAC mission to California with the understanding that it would be reimbursed on a portal to portal basis but, to date, has not received reimbursement for such Mission.
- h. Each Party hereto is similarly interested in the outcome of this issue either because it has previously deployed on an EMAC mission and/or so that it can make an informed decision about future out of state EMAC deployments.
- i. After speaking with other similarly situated fire departments who expressed an interest in sharing in the legal fees associated with this issue, the District engaged the law firm of Chmelik, Sitkin & Davis, P.S. (the "Law Firm") in November, 2018 to assist with pending reimbursements and to work with EMD on clarifying when portal to portal reimbursement will be made for out of state deployments (the "Legal Engagement").

**ARTICLE II
TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

1. Contribution to Attorney's Fees. Each Party agrees to share in the attorneys' fees and costs incurred by the District with regards to the Law Firm's work on the Legal Engagement as provided herein. It is the parties' intent that the legal fees incurred by the District commencing November, 2018 and ending August, 2019 will be allocated equally between the Parties hereto. Six agencies have agreed to execute this Agreement, with 1/6th of the legal fees billed to the District for the Legal Engagement.

- a. The District will invoice each Party for its respective share of the legal fees incurred by the District which is \$15,867.50.

3. Duration and Termination.

3.1. Effective Date. This Agreement shall take effect and be in full force and effect after all of the following has occurred:

- a. The Agreement is approved by the official action of the governing bodies of at least two (2) Parties;
- b. The Agreement is executed by the duly authorized representative of at least 2 Parties; and
- c. A copy of the Agreement is filed with the Snohomish County Auditor's Office or posted on the website for one of the parties.

3.2. Additional Parties. When a new Party becomes a signatory to this Agreement, the signature page of such Party shall be recorded with the Auditor or posted on the website where this Agreement is posted.

3.3. Withdrawal. Any Party shall have the right to withdraw from this Agreement at any time during the term of this Agreement by providing not less than twenty (20) days written notice to the District. The withdrawal by one or more Parties shall have no effect on the remaining Parties to the Agreement. The withdrawing Party shall only be responsible for its share of the legal fees incurred by the District prior to its withdrawal.

4. Notices. All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or mailed, registered or certified mail, return receipt requested, postage pre-paid upon deposit in the United States mail and mailed to the parties at the following addresses listed on the signature sheets to this Agreement.

5. Severability. If any provision to this Agreement shall be held as invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way

affect or render invalid or unenforceable any other provision of this Agreement and this Agreement shall be carried out as if such invalid or unenforceable provision was not contained within this Agreement.

6. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

7. Entire Agreement. The entire agreement between the Parties hereto with respect to the matters discussed herein. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

8. Amendment.

8.1. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties.

8.2. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed herein. This Agreement supersedes and nullifies any previous agreements or understandings, whether written and oral, between those Parties to this Agreement.

9. Counterparts.

9.1. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**SIGNATURE PAGE TO INTERLOCAL AGREEMENT REGARDING EMAC
DEPLOYMENT LEGAL FEES**

The Parties below have executed the Interlocal Agreement Regarding EMAC Deployment Legal Fees dated November 15, 2018, as of the day and year noted below and certifies that this Agreement has been duly approved by the governing body of such Party.

**SNOHOMISH COUNTY FIRE
DISTRICT 26**

BY: Em Andrew

Title: Fire Chief

Date: 10/15/19

SOUTH SNOHOMISH COUNTY RFA

BY: Thad Hovis

Title: Acting Assistant Chief - Operations

Date: 10-10-19

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APPENDIX A

The following policies adopted by the Snohomish County Fire Chiefs Association shall be followed for incident response when using automatic or mutual aid:

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Incident Management System

Passport Accountability

Fire/EMS resource Plan

Mayday Policy

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