

## INTERLOCAL AGREEMENT FOR SERVICES

### Snohomish County Fire Protection District No. 1 and Snohomish County Special Operations Joint Policy Board

**THIS INTERLOCAL AGREEMENT FOR SERVICES** ("Agreement") is entered into by and between **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1** (the "District" or "District 1") and **SNOHOMISH COUNTY SPECIAL OPERATIONS JOINT POLICY BOARD** ("SOJPB").

**WHEREAS**, SOJPB is a board comprised of representatives from participating cities and fire protection districts in Snohomish County for purposes of coordinating Special Operations planning, training, operations, and responses in Snohomish County; and

**WHEREAS**, Chapter 39.34 RCW permits local governmental units to cooperate with each other on the basis of mutual advantage and thereby provide services to each other; and

**WHEREAS**, Emergency Services Coordinating Agency ("ESCA"), which has previously performed such services in the capacity as "Lead Agency", is unable to continue providing such services; and

**WHEREAS**, the District is capable of providing the services and is willing to serve as the Lead Agency under the terms and conditions herein.

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by District 1. District 1 shall serve as the Lead Agency pursuant to Section 4.1 of the Interlocal Agreement Regarding the Snohomish County Special Operations Joint Policy Board and shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference (the "Services"), as if fully set forth herein. In performing such Services, District 1 shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such Services and the handling of any funds used in connection therewith. District 1 shall request and obtain prior written approval from SOJPB if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The SOJPB shall be assessed an annual Service Fee of five percent (5%) of the fees assessed by SOJPB to its member agencies. If this Agreement begins on a date other than January 1<sup>st</sup> or is terminated on a date other than December 31<sup>st</sup>, the annual Service Fee shall be prorated. District 1 shall invoice the SOJPB for the annual amount no later than January 10<sup>th</sup>. Payment shall be made by the SOJPB to District 1 no later than March 30<sup>th</sup>.

2.1 Additional fees may be charged for the administration of direct grants for training and exercises. Administrative requirements and associated costs related to grant administration will be evaluated on a case by case basis. Additional fees will be negotiated at

the time of award. Billing for grant administration shall occur monthly with payment due within thirty (30) days of the invoice date.

2.2 Any out of pocket costs which are charged by third parties and which were reasonably necessary for the District's performance of the Services (e.g., payment of excise taxes for vehicle transfers) shall be reimbursed by SOJPB. Billing shall occur monthly with payment due within thirty (30) days of invoice date.

3. Duration of Agreement. This Agreement shall commence upon execution by both parties and compliance with either the recordation or website listing requirement of RCW 39.34.040. This Agreement shall automatically renew from year to year until terminated as provided herein.

4. Ownership and Use of Documents and Assets. All documents, financial records, computer files, photographs, and other materials produced by District 1 in connection with the Services rendered under this Agreement shall be the property of the SOJPB and shall be returned to SOJPB upon termination of this Agreement.

4.1 District 1 is designated as the "lead agency" as described in Section 4 of the Interlocal Agreement Regarding the Snohomish County Special Operations Joint Policy Board; as such, District 1 shall hold title on behalf of SOJPB to all equipment and other material assets purchased by District 1 with SOJPB funds (such title to be held as "trustee for SOJPB") and shall further dispose of such property as requested by SOJPB.

5. Indemnification. To the extent covered by insurance required herein, District 1 and SOJPB shall each, respectively protect, defend, indemnify, and hold harmless the other, and its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages of whatsoever kind arising out of, or in connection with, or incident to this Agreement caused by or resulting from each party's own negligent acts or omissions.

6. Insurance. Each Party agrees to maintain adequate insurance or self-insurance covering claims, losses, damages, judgments or liabilities of whatever nature arising from their own acts, omissions or performance under this Agreement or those of its officials, officers, employees or agents.

7. Record Keeping and Reporting. District 1 shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and Services performed in the performance of this Agreement and other such records as may be deemed necessary to the SOJPB to ensure the performance of this Agreement.

7.1 These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by District 1.

8. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by SOJPB and its authorized designees during the performance of this Agreement. The SOJPB shall reimburse District 1 for all costs associated with state and/or federal audits.

9. Termination. This Agreement may be terminated by either party with written notice of the intention to terminate upon ninety (90) days' advance notice. Upon termination, all property belonging to SOJPB shall be returned to SOJPB, and District 1 agrees to reasonably cooperate to effectuate the transition of Services to a party designated by SOJPB.

10. Discrimination Prohibited. District 1 shall not discriminate against any employee, applicant for employment, or any person seeking the Services of District 1 to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

11. Assignment and Subcontract. District 1 shall not assign or subcontract any portion of the Services contemplated by this Agreement without the written consent of the SOJPB.

12. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

13. Notices.

Notices to District 1 shall be sent to the following address:

12425 Meridian Avenue, South  
Everett, WA 98208

Notices to SOJPB shall be sent to the following address:

12425 Meridian Avenue, South  
Everett, WA 98208

14. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceedings instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be in Superior Court for Snohomish County, Washington.

//

//

//

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO. 1**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SNOHOMISH COUNTY SPECIAL OPERATIONS  
JOINT POLICY BOARD**

By:  \_\_\_\_\_ *Bob Edgley*  
Title: SOJPB Board Chair *-Vice*

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Application for and maintenance of federal and state tax identification numbers for the SOJPB.
2. Administrative oversight and management of the SOJPB's material and financial assets.
3. Purchasing of equipment as requested and deemed necessary by the SOJPB.
4. Maintenance of a complete system of financial records for the SOJPB.
5. Provision of quarterly financial reports to the SOJPB Board of Directors.
6. Execution of Affiliation Agreements.
7. Assistance with development of internal SOJPB policies and procedures.
8. Assistance with the preparation of an annual budget for the SOJPB operations and presentation of that budget to the SOJPB Board of Directors for approval.
9. District 1 shall act as the Lead Agency for the purposes of invoicing participating agencies; equipment acquisition; processing remittances; and making payments and expenditures.
10. Cost-recovery actions for HazMat responses.
11. Other administrative support services requested by the SOJPB and deemed appropriate by the District 1 Fire Chief.