

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR
FIRE AND EMERGENCY MEDICAL SERVICES**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES is entered into this 3 day of February, 2015 between **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1**, a Washington municipal corporation (the "District") and the **CITY OF BRIER**, a Washington city (the "City") is for the provision of fire and emergency medical services.

WHEREAS, the District and the City are parties to an Interlocal Agreement for Fire and Emergency Medical Services ("Agreement") dated January 13, 2005; and

WHEREAS, paragraph 4.1.3(f) of the Agreement provides for the City to make a retroactive payment to the District if the District does not settle its labor agreement with IAFF Local 1828 by December 1; and

WHEREAS, in 2014, the District settled its collective bargaining agreement ("CBA") with Local 1828 (the "Union") covering the period of January 1, 2013 – December 31, 2014; and

WHEREAS, on August 11, 2014, the District issued an invoice ("Retro Pay Invoice") to the City in the amount of \$256,240 for the 2013 and 2014 retroactive adjustment due to settlement of the CBA; and

WHEREAS, in light of certain discussions between the parties on several issues, including the level of fire marshal and public education services provided by the District during 2013 and 2014, the parties have agreed to the following terms and conditions:

NOW, THEREFORE, the parties agree as follows:

1. The District hereby issues a one- time adjustment to the Retro Pay Invoice in the amount of \$10,914.81. A revised invoice in the amount of \$245,325.19, attached hereto as Exhibit A, represents the revised retroactive payment obligation for the City under Article 4.1.3(f) of the Agreement (the "Retro Obligation") for the years 2013 and 2014.
2. The District hereby acknowledges receipt of a check from the City on January 21, 2015 for the full amount of the Retro Obligation. The District therefore considers the Retro Pay Invoice paid in full.

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.


DATED this 3 day of February, 2015.

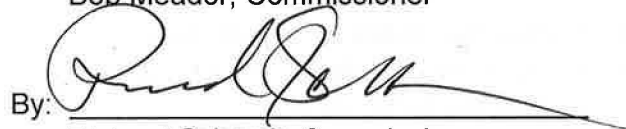
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1

By: 
David Chan, Commissioner

By: 
Jim Kenny, Commissioner


By: 
Jim McGaughey, Commissioner

By: 
Bob Meador, Commissioner

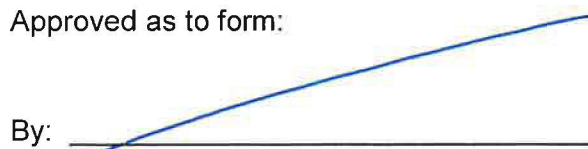
By: 
Richard Schrock, Commissioner

DATED this 3 day of February, 2015.

CITY OF BRIER

By: 
Mayor

Attest: 
City Clerk

Approved as to form:

By: _____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me David Chan, Jim Kenny, Jim McGaughey, Bob Meador, and Richard Schrock to me known to be the Commissioners of **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1** and on oath verified that they were authorized to execute this document on behalf of the District for the uses and purposes therein mentioned.

Given under my hand and official seal this 3 day of February, 2015.



Kendra Chapman
Print Name: Kendra Chapman
NOTARY PUBLIC in and for the State of Washington
Residing at: Snohomish County
My Commission Expires: 6/25/15

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me BOB COLINAS, PAULA SWISHER and _____, to me known to be the Mayor, City Clerk, and City Attorney respectively, of the **CITY OF BRIER** and on oath verified that they were authorized to execute this document on behalf of the City for the uses and purposes therein mentioned.

Given under my hand and official seal this 25TH day of FEBRUARY, 2015.



Malia Zenk
Print Name: MALIA ZENK
NOTARY PUBLIC in and for the State of Washington
Residing at: BRIER, WA
My Commission Expires: 04/09/2016

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