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SNOHOMISH COUNTY, WASHINGTON

Return Address

SNO CO FD #1  
12310 Meridian Ave  
Everett WA 98208

Attn: District Secretary

Document Title(s)

\* Interlocal Agreement

Reference Number(s) of Related Document(s)

\_\_\_\_\_

Additional Reference #'s on Page \_\_\_\_\_

Grantor(s)

\* Sno. Co. Fire District #1

Additional Grantors on Page \_\_\_\_\_

Grantee(s)

\* City of Mountlake Terrace

Additional Grantees on Page \_\_\_\_\_

Legal Description (abbreviated form: ie Lot/Block/Plat or Section/Township/Range)

\_\_\_\_\_

Complete Legal on Page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

\_\_\_\_\_

Additional Parcel #'s on Page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

## **INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES**

**THIS INTERLOCAL AGREEMENT** by and between **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1**, a Washington municipal corporation (the "District") and the **CITY OF MOUNTLAKE TERRACE**, a Washington city (the "City") is for the provision of fire and emergency medical service operations.

**WHEREAS**, the City and the District are parties to an Interlocal Agreement for the Transitional Consolidation of Fire Service Operations dated March 30, 2001 (the "Transitional Interlocal"); and,

**WHEREAS**, the Transitional Interlocal anticipated that the City would enter into a long-term agreement with the District for fire and emergency medical services operations; and

**WHEREAS**, the Transitional Interlocal provided the mechanism to assess the viability and effectiveness of combining the parties' fire and emergency medical service operations; and

**WHEREAS**, pursuant to the Transitional Interlocal, the District has prepared the Consolidation Report to the City which identifies the benefits and cost savings that will result from fully combining fire service operations; and

**WHEREAS**, the Consolidation Report concluded that a long-term agreement between the City and the District for fire and emergency medical services is beneficial to both parties and their stakeholders; and

**WHEREAS**, two milestones to the long-term agreement for fire and emergency medical service operations were achieved when the District implemented fire-based advanced life support services in the City and the voters of the City approved a permanent emergency medical services levy; and

**WHEREAS**, the City desires to contract with the District to provide fire and emergency medical services to the City and the District desires to so provide these services; and

**WHEREAS**, the District and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements which allow the District and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

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

### **I. Definitions**

1.1 **Definitions.** The following definitions shall apply throughout this Agreement.

- a. City: City of Mountlake Terrace.
- b. City Fire Department: The Mountlake Terrace Fire Department.

- c. City Fire Station: Currently, this station is identified as Fire Station 19.
- d. Commencement Date: The date at which the performance and obligations of the parties as contained herein begin.
- e. City Personnel: The employees of the City of Mountlake Terrace Fire Department as of the Commencement Date who are transferring employment to the District.
- f. Contract Payment: The annual amount that the City will pay to the District pursuant to this Agreement.
- g. District: Snohomish County Fire Protection District No. 1.
- h. Effective Date: The date this Agreement is executed by both parties.
- i. District Fire Chief: The fire chief of Snohomish County Fire Protection District No. 1.
- j. Firefighter/EMS Personnel: Full-time, compensated employees, firefighters, emergency medical technicians, or paramedics.
- k. Grid Cards: The electronic file within the Computer Aided Dispatch (CAD) System, which is used to determine fire station response order for Fire District 1.
- l. Insurance: The term "insurance" as used in this agreement means either valid insurance offered and sold by a commercial insurance company or carrier approved to do business in the State of Washington by the Washington State Insurance Commissioner or valid self-insurance through a self-insurance pooling organization approved for operation in the State of Washington by the Washington State Risk Manager or any combination of valid commercial insurance and self-insurance pooling if both are approved for sale and/or operation in the State of Washington.
- m. Material Breach: A Material Breach means (i) the District's failure to provide minimum staffing levels as described in paragraph 3.1 herein, (ii) the City's failure to timely pay the Contract Payment as described in paragraph 4.1 herein, or (iii) the City's failure to comply with paragraph 7.1 or Exhibit H concerning the City's fire station.
- n. Reflex Time: The time period beginning when a call is received at the dispatch center and ending when a responding unit first arrives on site.
- o. Service Level (or Level of Service): This term refers to the service provided to the City resulting from the Minimum Staffing Level and Maximum Reflex Time.
- p. Volunteers: Personnel in a support or active role who do not provide services on a full-time, fully compensated basis.

**II.**  
**Scope of Services**

- 2.1 Fire Suppression Services.** The District shall, as provided in the District, provide all services necessary for fire suppression, hazardous material response, and rescue response to a service area covering the corporate limits of the City of Mountlake Terrace. A map showing the existing corporate limits is attached hereto as Exhibit I.
- 2.2 Emergency Medical Services.** The District shall, as provided in the District, provide all services necessary for basic life support emergency medical service, and fire- based advanced life support emergency medical services to a service area covering the corporate limits of the City of Mountlake Terrace as outlined in Exhibit "A."
- 2.3 Fire Prevention Services.** The District agrees to provide certain fire prevention services to the City as outlined in Exhibit "B", which is attached hereto and incorporated herein by reference.
- 2.4 Fire Service Support Services.** The District agrees to furnish certain support services as outlined in Exhibit "C", which is attached hereto and incorporated herein by reference.
- 2.5 Training and Education.** The District agrees to provide training and education to all firefighter and emergency medical service personnel in accordance with applicable statutory provisions, regulations and standards of the Washington Administrative Code.
- 2.6 Emergency Management.** The District agrees to provide oversight and coordination on the City's Emergency Operations Plans. The District further agrees to assign a fire representative to the City's Emergency Operations Center in the event that it is activated.
- 2.7 Fire Marshal.** The District Fire Chief or his/her designee shall be the City's Fire Marshal for purposes of statutory provisions, regulations and the City's Municipal Code.
- 2.7.1. The District Fire Chief shall designate an individual to serve as Fire Marshal, with the City's prior approval.
- 2.7.2 In the event the City becomes dissatisfied with the services of the Fire Marshal, the City shall notify the District Fire Chief in writing. Such notification shall include reasonable cause for the City's dissatisfaction. Upon notification of such reasonable cause, the District Fire Chief will take corrective action as necessary to address the City's concerns.
- 2.8 City Fire Chief.** The District's Fire Chief shall be designated as the City's Fire Chief for purposes of applicable statutory provisions, regulations and the City's Municipal Code.

**III.**  
**Standards for Services/Staffing**

- 3.1 Station Minimum Staffing Level.** The City Fire Station shall be staffed twenty-four (24) hours per day, seven (7) days per week with a minimum of one (1) fire captain, one (1) firefighter/paramedic, and one (1) firefighter/emergency medical technician. The District

agrees to provide the command oversight of one (1) Battalion Chief for all stations twenty-four (24) hours per day, seven (7) days per week (herein "the Minimum Staffing Level").

- 3.2 Standards of Response Coverage.** The District agrees to maintain a maximum Reflex Time in the response to emergencies and the deployment and utilization of personnel as follows:
- 3.2.1 Fire and Basic Life Support Medical Emergencies: Eight (8) minutes for ninety percent (90%) of all fire and BLS incidents evaluated on a rolling twelve (12) month period.
  - 3.2.2 Advanced Life Support Medical Emergencies: Eight (8) minutes for ninety percent (90%) of all ALS incidents evaluated on a rolling twelve (12) month period.
  - 3.2.3 Effective Response Force: Ten (10) minutes for ninety percent (90%) of all incidents requiring an effective response force evaluated on a rolling twelve (12) month period.
  - 3.2.4 Initial Rolling Twelve Month Period: During the first year of this Agreement, the twelve month period preceding the Commencement Date of this Agreement shall be used to establish the rolling twelve (12) month period contemplated above.
- 3.3 Staffing Exceptions.** Exceptions to the Minimum Staffing Level may occur in unusual circumstances such as where there is a significant emergency event(s) in the District, the City, or other areas which are under a mutual aid agreement. Unusual circumstances and significant emergencies mean such matters as major earth quake, natural disasters, and other declared and recognized area wide emergencies.
- 3.4 Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers and automatic and/or mutual aid agreements. Nothing herein shall require the District to respond first within the City as opposed to other areas protected by the District. Rather, the parties recognize that responses to concurrent emergencies shall be determined by the District based upon the District's operational judgment and without regard to where the concurrent emergencies occur.
- 3.5 Changes in Services.** During the term of this Agreement, Service changes may be mandated that are beyond the control of either party. Additionally, either party may desire to change the Services including but not limited to those services identified in Article II, Scope of Services and Article III, Standards for Services/Staffing. Where a material Service change is to occur because of a change that is mandated by law, the parties shall renegotiate the Contract Payment. If a Service change is mutually desired, then the parties will renegotiate the Services and the corresponding change in the Contract Payment, if any, incurred as a result of the change in service.

- 3.6 District to Maintain Fire Station.** Throughout the term of this Agreement the District shall, at a minimum, continue to operate and maintain a fire station that is appropriately equipped and sufficiently and adequately staffed that shall be located within the geographical area designated in Exhibit "I" (map) attached hereto and incorporated by reference as fully set forth. Further, the parties agree that the City Fire Station or its replacement shall not, unless specifically agreed in writing by the City, be listed as a first responder unit on any operational grid cards maintained by the District as now or as may be amended, within any of the geographical area designated in Exhibit J (grid area) attached hereto and incorporated by reference as fully set forth.
- 3.6.1** In the event the Reflex Time should consistently and repeatedly rise above the Maximum Reflex Time designated herein, the District Fire Chief and the City Manager shall meet and confer to address the causes and possible remedies. Meeting and conferring shall be without prejudice to either party's rights under this Agreement.

#### **IV. Funding and Payment Terms**

- 4.1 Contract Payment.** The City shall annually pay the District a sum referred to as the Contract Payment for the services provided herein. The amount of the Contract Payment shall be determined according to Exhibit "D". Interest shall accrue on any unpaid portion of the Contract Payment at the rate of 1.5% per month until paid.
- 4.1.1** The Contract Payment shall be paid in equal quarterly installments on or before the following dates:
- a. First quarter payment due on January 15
  - b. Second quarter payment due on April 15
  - c. Third quarter payment due on July 15
  - d. Fourth quarter payment due on September 15
- 4.1.2** Interest shall begin to accrue on any quarterly payment which is not received by the District within ten (10) days after the applicable date set forth above.
- 4.1.3** The Contract Payment shall be adjusted each year in the following manner:
- a. No later than December 1 of each year, the District shall submit to the City a revision to Exhibit "D" of this Agreement, which shall identify the Contract Payment for the ensuing year.
  - b. The cost of Direct Station Personnel identified in Exhibit D shall be adjusted as changes occur by the percentage increase in labor costs resulting from the negotiated labor agreement between the District and IAFF Local 1997; provided that the Direct Station Personnel cost shall increase from one labor agreement to the next no more than the greater of (i) the median compensation of comparable fire agencies or (ii) the rate

of inflation measured by the CPI-W Seattle-Tacoma-Bremerton metropolitan area for the 12-month period ending June 30.

- c. The parties agree that the cost model as identified in Exhibit D shall consist of indirect operating costs ("District Indirect Costs") determined by the following:
  - i. Overhead which shall be 10% of the cost of Direct Station Personnel.
  - ii. Station equipment/ maintenance/ operation, which shall be 10% of Direct Station Personnel.
  - iii. Fire Marshall allocation at 50% of cost of the position.
  - iv. Apparatus replacement costs based upon the schedule designated as Exhibit "K". Upon request the District will provide current information regarding existing and proposed apparatus replacement plans.
- d. The District Indirect Costs identified in Exhibit D shall then be adjusted based upon the specified percentage of the increased cost of Direct Station Personnel.
- e. The total of the Direct Station Personnel and the District Indirect Costs shall be the Contract Payment for the ensuing year.
- f. If the labor agreement between the District and IAFF Local 1997 has not been finalized by December 1, then the Direct Station Personnel costs and District Indirect Costs will be adjusted upon execution of the labor agreement, and the increase will be paid retroactively upon billing by the District.

4.1.4 The City's Urban Growth Area does not currently contain any property within the boundaries of the District. In the event the City annexes portions of the District, the Contract Payment shall be increased and shall be calculated by applying the then current District levy rate and emergency medical services levy rate to the annexed property. The increased amount shall be added to the Contract Payment as a base for calculations in future years. However this provision shall not apply to the annexation of "islands." Should the City annex portions of the District, the District will not oppose the annexation.

**4.2 Transfer of City Assets to District.** The Contract Payment for 2005 shall be reduced to account for the value of City assets to be transferred to the District. The amount of the Contract Payment reduction shall be distributed equally over the quarterly payments for 2005. (Exhibit E to this Agreement reflects the list of City assets to be transferred to the District.)

**4.3 Transfer of City Obligations to District.** The Contract Payment for 2005 shall be increased to account for the transfer of City obligations to the District. The Contract Payment increase shall be distributed equally over the quarterly payments for 2005.

(Exhibit F to this Agreement reflects the list of City obligations to be transferred to the District).

- 4.4 Contract Payment Renegotiation.** In the event that there is a material and significant increase or decrease in the costs of providing services under this Agreement, the parties shall renegotiate this Agreement and the Contract Payment. In the event that the parties are unable to successfully renegotiate this Agreement through good faith negotiations, then the Dispute Resolution provision of this Agreement shall apply.
- 4.5 Transport Fees.** The Parties understand and acknowledge that the City presently imposes a fee for basic life support and advanced life support transports occurring within the City (hereinafter "Transport Fees"). The City shall retain the authority to set the Transport Fees amount throughout the term of this Agreement. The District shall receive and collect all Transport Fees on behalf of the City and remit these amounts, less costs of collection, according to the schedule in paragraph 4.1.1 herein. The District shall be responsible for, and agrees to prepare and provide in a timely fashion, all necessary documentation and/or reports and provide the same to the billing agency for Transport Fees. The District shall have no obligation to pursue collection of delinquent accounts. The parties shall mutually agree to the particular billing and/or collection agency to be contracted with and used by the District for City-imposed Transport Fees.
- 4.6 District Charges Under RCW 52.30.020.** The District may exercise such power as may be granted by RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state institutions or municipal corporations located within the City for such fire protection and prevention services; provided that the exercise of such power shall not result in a decrease in the Standards of Response Coverage set forth herein unless the parties hereto mutually agree otherwise.
- 4.6.1 Should the exercise of such power result in the impact to the services provided under this Agreement or the cost of providing said services, the District shall negotiate the impact with the City and the City shall not unreasonably withhold approval of the exercise of such power.
- 4.7 No Unfunded Mandates.** The Parties agree that the City shall not create any unfunded mandates for increased service by the District.

## **V. City Employees**

- 5.1 City Personnel.** The District shall become the employer of those employees of the City listed on Exhibit G on the Commencement Date of this Agreement. The parties recognize that during the term of the Transitional Interlocal, the City employees have been integrated into the District's organization and labor union, and will initially continue in their current positions, titles, stations and job assignments as recognized by the District.
- 5.1.1 Each party has undertaken to collectively bargain the impact of this Agreement upon the respective labor unions which represent each party's employees. The parties further acknowledge that the integration of City employees into the



District's organizational structure has been in conjunction with the respective labor unions which represent each party's employees and the parties have reached agreement both with the labor unions, and with each other, that the seniority rights of City Personnel will remain intact and will transfer to their employment with the District.

- 5.2 Indemnification Regarding City Personnel Claims.** The City shall indemnify, defend and hold the District harmless from any and all demands, claims or actions by Former City Personnel, which arise out of, or relate to, the date that such City Personnel became employees of the District; provided, however, that the indemnification shall not apply to any claims arising as a result of the District's actions during the Transitional Interlocal.

## **VI. Equipment**

- 6.1 Transfer of Ownership of Apparatus and Equipment.** The City will transfer ownership of the City apparatus and equipment to the District identified on Exhibit "E." The District shall accept ownership of such equipment only if it is in a condition reasonably acceptable to the District. The parties shall cooperate and execute such documents which are necessary to accomplish the transfer of title.
- 6.2 District Purchase of New Equipment.** The District, in its sole discretion, may elect to purchase new equipment or otherwise assign District equipment for use within the City.

## **VII. Fire Stations**

- 7.1 Use of City Fire Station.** The City shall provide the City Fire Station or a replacement Station for use by the District during the term of this Agreement in accordance with Section 7.1.1 and 7.1.2 herein. The terms of such use are described in Exhibit H, which is incorporated herein by reference.
- 7.1.1** By March 27, 2006, the City shall provide a fire station which is (i) compliant with all applicable codes, including without limitation, the applicable provisions of the Mountlake Terrace Municipal Code and applicable Washington State Standards and regulations (currently WAC 296-305-06501 et seq.) and (ii) "efficiently designed" with all areas of the station within 100' travel distance and within 30 seconds travel time (based on an average walking pace of five feet per second) to the inside of the apparatus bay. Notwithstanding the foregoing, if the City cannot provide the foregoing station by March 27, 2006 due to circumstances beyond the control of the City, this date shall be extended commensurate with the time period that such circumstances exist.
- 7.1.2** The City may satisfy its obligations in Article 7 Section 7.1.1 by remodeling the existing Fire Station 19 or by new construction. In either case, the resulting facility shall be a fully functional, operating fire station. The resulting facility shall contain those improvements commonly associated with and appropriate for use as a resident fire station.

**VIII.**  
**Oversight and Reporting**

- 8.1 Reporting and Joint Committee.** The District Fire Chief and the City Manager shall act as the administrator of this Agreement for purposes of RCW 39.34.030. During the term of this Agreement, the District Fire Chief shall provide the City Manager with quarterly reports concerning the provisions of this Agreement. The format and topics of the reports shall be agreed upon by the District Fire Chief and the City Manager. Additionally, two District board members and two City council members, along with the Fire Chief and City Manager shall meet at least once per calendar year on or before April 1 for the purpose of communicating about issues related to this Agreement. The District Fire Chief and the City Manager shall present a joint report to the committee for its review prior to such annual meeting.
- 8.2 Representation.** The District shall represent the City on intergovernmental boards or on matters involving the provision of services under this Agreement as reasonably requested by the City Manager. The City reserves the right to represent itself in any matter in which the interests of the City and the District are not mutual.

**IX.**  
**Existing Agreements**

- 9.1 Existing City Agreements.** The City currently has contractual relationships with the entities or agencies listed herein. The City shall maintain its representation and obligations with those entities or agencies and will act to represent itself and retain authority to negotiate on its behalf. The District shall provide representation on behalf of the City on technical committees only.
- 9.1.1 ESCA.** The City shall maintain its individual relationship and obligations through its contract with the Emergency Services Coordinating Agency.
- 9.1.2 SNO-COM.** The City shall maintain its individual relationship and obligations through its contract with the Snohomish County Communications Center as its emergency communications agency for fire, rescue, and emergency medical services.
- 9.1.3 SERS.** The City shall maintain its individual relationship and obligations through its contract with the Snohomish County Emergency Radio System Agency as the provider of purchase and installation of the 800 MHz radio system.
- 9.2 Mutual and Automatic Aid Agreements.** The parties currently have individual responsibilities and contractual obligations under their respective agreements with other fire agencies. The District shall assume the City's contractual responsibility and obligations for the provision of mutual and automatic aid. At such time as these agreements are renegotiated and re-executed, the District will represent the City's interests and shall be signatory to the agreements on behalf of the City.
- 9.3 Coordination of Services.** The parties agree to coordinate their individual relationships with other entities and agencies so that the services under this Agreement will be

provided in an efficient and cost-effective manner. The City and District agree to keep each other fully informed and advised as to any changes in their respective relationships with those entities or agencies, whether or not those changes impact the parties' obligations under this Agreement. Notice of any change in the relationship or obligations shall be provided to the other party in writing.

- 9.4 Adjustments.** The parties agree to meet and confer and make necessary adjustments to the scope of services under Article II herein, or to the Contract Payment, in the event that material changes in their respective relationships with the entities or agencies identified in Article IX impact the parties' obligations under this Agreement.
- 9.5 Disputes.** In the event that any dispute between the parties cannot be resolved by good faith negotiations between the parties, then the Dispute Resolution provisions of this Agreement shall apply.

## **X.**

### **Term and Termination**

- 10.1 Effective Date.** The Effective Date of this Agreement shall be upon its execution by both Parties.
- 10.2 Commencement Date.** The Commencement Date of this Agreement shall be January 1, 2005.
- 10.3 Term.** This Agreement shall continue in effect for a period of twenty (20) years from the Commencement Date, until December 31, 2024, unless terminated earlier as provided herein.
- 10.3.1** After the initial twenty (20) year term, this Agreement shall automatically renew under the same terms and conditions for successive five (5) year periods unless terminated as provided herein.
- 10.3.2** In the event of a Material Breach of this Agreement, the parties shall, unless the parties mutually agree otherwise, continue to perform their respective obligations under this Agreement for a minimum of twelve (12) months after notice of the Material Breach (the "Wind Up Period"); provided, however, that the Wind Up Period shall be six months if the Material Breach involves the City's failure to make the Contract Payment. Provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to prepare for the transition. Further, the City will be responsible for all payments required herein until the conclusion of the Wind Up Period.
- 10.4 Termination.**
- 10.4.1 Within First Five (5) Years.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources have been expended. Therefore, neither party may terminate this Agreement within the first five (5) years following the Commencement Date except for a Material Breach of this Agreement which the breaching party fails to cure within a reasonable amount of time after receiving written notice from the non-breaching party. The parties'

intent by this section is to provide both service stability and job security to employees.

10.4.2 After First Five (5) Years. In addition to terminating this Agreement for a Material Breach, either party may terminate this Agreement after the first five (5) years from the Commencement Date by providing the other party with two (2) years' written notice of its intent to so terminate. Notice under this provision may only be given after five years have elapsed following the Commencement Date. If notice is given in accordance with this provision 10.4.2, then each party shall bear its own costs associated with the termination.

10.4.3 The costs associated with terminating this Agreement shall, in the event of a Material Breach, be borne by the breaching party. PROVIDED THAT in the following circumstances, the costs of termination shall be apportioned as follows:

- a. Personnel. The City maintains the right, but not the obligation, to offer positions within the City to District personnel who would otherwise be laid off in the event of termination of this Agreement. HOWEVER, the hiring of District employees shall not be a requirement of the City to mitigate costs. However, regardless of any other provision in this Agreement, in the event of termination within the first five (5) years of this Agreement by either party for any reason, the City shall rehire the union personnel laid off by the District, up to twenty-four (24) persons.
- b. Termination Because of State Law. In the event that this Agreement is terminated due to a change in law, each party shall bear its own costs associated with the termination.
- c. Mutual Termination. In the event that the parties mutually agree to terminate this Agreement, each party shall bear its own costs associated with the termination.
- d. For purposes of this Section 10.4.3 the term "costs" shall expressly exclude any costs (including debt service) related to the new fire station that the District plans to construct near the northern border of the City of Brier.

10.5 **Mitigation.** The parties have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this Agreement and irrespective of the party who must bear the costs of termination.

10.6 **City Option to Reinstate Fire Department.** In the event this Agreement is terminated, the City may elect to reinstate a City Fire Department, re-take management and control of its fire station located within its boundaries, and hire employees.

## XI.

### Other Issues

11.1 **District Merger.** In the event that the District merges with or enters into an interlocal agreement with any other fire district that is substantially equivalent to a merger, then this Agreement, at the option of the District, may be assigned to the newly created fire

district. However, prior to any merger or effective date of any interlocal agreement, the District shall present the plan of merger to the City for informational purposes. Any such merger or interlocal agreement shall not diminish the City's rights under this Agreement.

**11.2 Annexations.** In the event that City and District voters elect to annex the City into the District, this Agreement shall become null and void.

**11.3 Transitional Interlocal.** Upon the Commencement Date of this Agreement, the Transitional Interlocal shall be terminated.

## **XII.**

### **City and District Are Independent Municipal Governments**

**12.1 City and District are Independent Municipal Governments.** The parties recognize and agree that the parties hereto are independent governments. 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 District shall have the sole discretion and the obligation to determine the exact method by which the services are provided within the District and within the City.

**12.2 No Preferential Service.** The District shall assign the resources available to it without regard to internal political boundaries, but rather based upon the operational judgment of the District.

**12.3 No Assumption of Liabilities or Obligations.** Except as expressly set forth herein, neither party shall be liable for any debts or obligations of the other.

## **XIII.**

### **Insurance**

**13.1 Insurance.** For the duration of this Agreement, each Party shall maintain insurance as follows:

**13.1.1** Each party shall maintain its own insurance policy insuring damage to its own fire stations, real and personal property and equipment.

**13.1.2** The City shall maintain an insurance policy insuring against liability for accidents occurring on City owned property. Such insurance policy shall be in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than \$5,000.

**13.1.3** The District shall maintain an insurance policy insuring against liability arising out of work or operations performed by the District under this Agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than \$5,000. The phrase "work or operations" shall include the services of the Fire Marshall and the District's Fire Chief, acting in the capacity of City Fire Chief.

**13.1.4** The City represents and warrants that it has maintained insurance against claims by Former City Personnel for incidents and occurrences which may have occurred prior to April 1, 2001, the date of the Transitional Interlocal, including



but not limited to, injuries, employment claims, labor grievances, and other work related claims. Such insurance was at all times in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than \$5,000. The City will hold harmless the District and its insurance provider for any such claims, lawsuits or accusations that occurred prior to April 1, 2001 but were presented to the City after March 31, 2001.

13.1.5 The District represents and warrants that it has maintained insurance against claims by District employees for incidents and occurrences which may have occurred during the time period of March 30, 2001, the date of the Transitional Interlocal, and the Commencement Date of this Agreement, including but not limited to injuries, employment claims, labor grievances, and other work related claims. Such insurance was at all times in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than \$5,000.

**13.2 Hold Harmless.** To the extent each party's insurance coverage is not voided, each Party agrees to defend and hold harmless the other Party, its officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of the negligent and intentional acts or omissions of such Party's officers, officials, employees and volunteers in connection with the performance of the Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

**13.3 Cross Release.** Except as specifically provided in this Agreement, and except in the event of breach of this Agreement, the District and the City do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the parties. It is the intent of the parties to cover this risk with the insurance noted above.

#### **XIV.** **Dispute Resolution**

**14.1 Non-Binding Mediation.** It is the intent of the parties herein 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 as provided in paragraph 14.3 herein.

**14.2 Binding Arbitration.** Whenever the parties are unsuccessful in renegotiating the Contract Payment after having completed mediation, the parties shall submit the matter to binding arbitration with one of the foregoing arbitration services. The arbitration shall be conducted according to the selected arbitration service's Streamlined Arbitration Rules and Procedures. At this arbitration, the arbitrator shall, as nearly as possible, apply the analysis used in Article IV and Exhibit D to adjust the Contract Payment; the arbitrator may deviate from such analysis and use principles of fairness and equity, but

should do so sparingly. Unless the parties mutually consent, the results of any binding arbitration shall not be deemed to be precedent for any subsequent mediations or arbitrations.

- 14.3 Litigation.** In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees incurred by that party, and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees of collection shall be included in any such judgment. Jurisdiction and venue for this Agreement lie exclusively in Snohomish County, Washington.

## **XV.**

### **Miscellaneous Provisions**

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

The District Secretary:  
Snohomish County Fire Protection District No. 1  
12310 Meridian Avenue  
Everett, WA 98208

The City Clerk:  
City of Mountlake Terrace  
23204 – 58<sup>th</sup> Avenue West  
Mountlake Terrace, WA 98043

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. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

- 15.2 No Benefit to Third Parties.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
- 15.3 Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
- 15.4 Further Cooperation.** The parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.



**15.5 Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

Signed this 13<sup>th</sup> day of January, 2005.

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

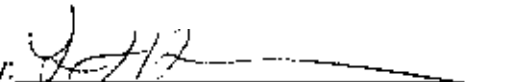
By:   
James K. Kenny, Chair

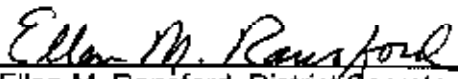
By:   
Charles E. Graham, Vice Chair

By:   
Brian S. McMahan, Commissioner

By:   
Joan E. Miller, Commissioner

ATTEST:


By:   
Lawrence Hadland, Commissioner

  
Ellen M. Ransford, District Secretary

Signed this 13<sup>th</sup> day of January, 2005.

**CITY OF MOUNTLAKE TERRACE**

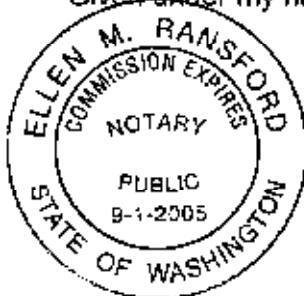
By:   
Connie L. Fessler, City Manager

Attest:   
Virginia V. Olsen, City Clerk

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

On this day personally appeared before me Brian S. McMahan, Joan E. Miller, Lawrence Hadland, James K. Kenny, Charles E. Graham and Ellen M. Ransford, to me known to be the Commissioners and District Secretary, respectively, of Snohomish County Fire District No. 1 and on oath verified that they were authorized to execute this document on behalf of the Fire District for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of January, 2005.



Ellen M. Ransford  
Name:  
NOTARY PUBLIC in and for the State of  
Washington, residing at Marysville

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

On this day personally appeared before me Connie L. Fessler and Virginia V. Olsen, to me known to be the City Manager and the City Clerk, respectively, of the City of Mountlake Terrace 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 13th day of January, 2005.



Ellen M. Ransford  
Name:  
NOTARY PUBLIC in and for the State of  
Washington, residing at Marysville

## **EXHIBIT A**

### **EMERGENCY MEDICAL SERVICES**

(paragraph 2.2)

The District shall provide the following emergency services to the City:

1. Emergency medical service shall be provided by a fire-based response. All firefighters will be cross-trained as emergency medical technicians and certain firefighters will be cross-trained as paramedics. The dual use of firefighters for a total emergency medical service response, at either a basic life support level or advanced life support level, is a systems approach to improve both fire and emergency medical services.
2. Emergency medical services with the City shall be certified by the Washington State Department of Health and Snohomish County.
3. The District shall provide a transport ambulance for emergency medical response, equipped with proper equipment and supplies to administer basic and advanced life support services.
4. The District shall provide transport of patients to the closest appropriate hospital or the hospital of the patient's choice to the same extent as provided in the District.

## **EXHIBIT B**

### **FIRE PREVENTION SERVICES**

(paragraph 2.3)

Fire prevention services provided by the District to the City shall include the following services:

1. **Plan Review:** The District shall provide fire and life safety plan review for new development and construction consistent with applicable statutes, regulations and the City Code. The District shall coordinate plan review services with the City's Development Review Team by reviewing plans within set timelines, attending plan review and other meetings, as requested, and responding to applicant questions as requested.
2. **Fire Inspections:** The District shall conduct a program of fire inspection of commercial, industrial and multi-family properties on a biennial basis.
3. **Fire Investigation:** The District shall investigate fire to determine origin and cause. Investigations shall be conducted in coordination with the City Police Department.
4. **Public Education:** The District shall provide a program of public education activities within the City. The program shall include, but is not limited to, annual fire safety education classes at elementary schools, fire safety education classes for special or targeted groups, participation in community events, and fire safety and first aid training for City employees. Where appropriate, fire safety education programs shall be coordinated with City crime prevention programs.

## **EXHIBIT C**

### **FIRE SUPPORT SERVICES**

(paragraph 2.4)

The District shall provide the following fire and emergency medical support services to the City:

1. District shall provide Public Information Services to handle media inquiries on emergency incidents, fire service events and program. The District shall provide news releases and publicity of fire service events and programs.

**Exhibit D**

**CONTRACT PAYMENT MODEL**

(paragraph 4.1)

<b>POSITION</b>	<b>Head Count</b>	<b>Base Wage</b>	<b>0% OT</b>	<b>2%/5 Yrs Longevity</b>	<b>Education</b>
Batallion Chief 1	1	83,497	-	3,340	3,000
Batallion Chief 2	3	256,057	-	17,070	8,016
Captain/Paramedic 2	2	155,861	-	3,117	3,000
Captain 1	6	434,183	-	31,840	5,340
Captain 2	16	1,187,509	-	71,251	38,072
Firefighter 3	1	55,684	-	1,113	3,000
Firefighter/Paramedic 1	6	341,409	-	-	-
Firefighter/Paramedic 4	1	64,942	-	-	-
Firefighter/Paramedic 5	6	397,073	-	-	11,196
Sr Firefighter 1	16	989,591	-	56,901	19,080
Sr Firefighter 2	20	1,274,098	-	68,801	20,412
Sr Firefighter/Paramedic 1	18	1,246,885	-	37,407	29,892
Sr Firefighter/Paramedic 2	8	567,159	-	12,803	16,800
<b>Totals</b>	<b>104</b>	<b>7,053,929</b>	<b>-</b>	<b>303,644</b>	<b>155,808</b>
<b>Averages</b>		<b>67,826</b>	<b>-</b>	<b>2,920</b>	<b>1,498</b>

	<b>Total Compensation</b>	<b>Head Count</b>	<b>Average Total Compensation</b>
BC	460,828	4	115,207
Capt	2,442,601	24	101,775
FF	3,251,641	37	87,882
PM	3,536,892	39	90,690
		<b>104</b>	

### SHIFT LABOR

	<b>SHIFT A</b>	<b>SHIFT B</b>	<b>SHIFT C</b>	<b>SHIFT D</b>	<b>TOTAL</b>
BC	0.1429	0.1429	0.1429	0.1429	0.5716
Capt	0.968	0.968	0.968	0.968	3.872
FF	0.968	0.968	0.968	0.968	3.872
PM	1.5	1.5	1.5	1.5	6
	<b>3.5789</b>	<b>3.5789</b>	<b>3.5789</b>	<b>3.5789</b>	<b>13.744</b>

	<b>SHIFT A</b>	<b>SHIFT B</b>	<b>SHIFT C</b>	<b>SHIFT D</b>	<b>TOTAL</b>
BC	16,463	16,463	16,463	16,463	65,852
Capt	98,518	98,518	98,518	98,518	394,073
FF	85,070	85,070	85,070	85,070	340,280
PM	136,034	136,034	136,034	136,034	544,137
	<b>336,086</b>	<b>336,086</b>	<b>336,086</b>	<b>336,086</b>	<b>1,344,342</b>



<u>\$675/Yr</u> <u>L2 Only</u> <u>Sick Leave</u> <u>Incentive</u>	<u>FICA</u>	<u>1.45%</u> <u>Medicare</u>	<u>3.36%</u> <u>Industrial</u> <u>Insurance</u>	<u>0.25%</u> <u>Unemployment</u> <u>Insurance</u>	<u>L1 .23%</u> <u>L2 3.25%</u> <u>Retirement</u>
675	-	1,252	2,805	209	2,530
1,350	-	2,561	8,604	640	5,360
1,350	-	2,338	5,237	390	4,723
2,700	-	4,342	14,589	1,085	7,750
8,775	-	14,473	39,900	2,969	29,725
675	-	835	1,870	139	1,687
4,050	-	5,121	11,471	854	10,345
675	-	974	2,182	162	1,968
4,050	-	5,956	13,342	993	12,031
9,450	-	12,061	33,250	2,474	24,771
12,825	-	18,156	42,810	3,185	38,815
11,475	-	17,664	41,895	3,117	35,834
4,725	-	6,401	16,729	1,245	15,086
62,775	-	92,134	234,684	17,462	188,624
604	-	886	2,257	168	1,814

**Estimated 2004 Labor Costs with 13.744 Total Perso**

DIRECT STATION LABOR

INDIRECT OPERATING COSTS

Overhead 10%

Equipment M&O 10%

50% Fire Marshall

Apparatus Replacement 4%

Total Personnel

**2004 COSTS**

<u>Health Insurance</u>	<u>3.50% Deferred Comp</u>	<u>Total Compensation</u>	<u>Average Compensation</u>	
12,995	2,922	113,225	113,225	BC
38,984	8,962	347,603	115,868	BC
25,989	5,455	207,459	103,730	Capt
77,967	15,196	594,993	99,165	Capt
207,913	41,563	1,640,149	102,509	Capt
12,995	1,948	79,927	79,927	FF
77,967	11,949	463,166	77,194	PM
12,995	2,273	86,171	86,171	PM
77,967	13,898	536,506	89,418	PM
207,913	34,636	1,390,127	86,883	FF
259,891	44,593	1,781,587	89,079	FF
233,902	43,641	1,701,712	94,540	PM
90,962	17,426	749,336	93,667	PM
<b>1,338,440</b>	<b>244,463</b>	<b>9,691,962</b>		
12,870	2,351	93,192		

**total**

1,344,342

134,434

134,434

61,500

57,687

**1,732,398**

113,225  
347,603  
207,459  
594,993  
1,640,149  
79,927  
463,166  
88,171  
538,506  
1,390,127  
1,781,587  
1,701,712  
749,336  
9,691,962

**Exhibit E**

**CITY ASSETS TRANSFERRED TO DISTRICT**  
(paragraph 4.2)

[see separate sheet]

**FIRE DEPARTMENT VEHICLE LISTING  
AS OF AUGUST, 2004**

ASSET DESCRIPTION	PURCHASE DATE	VENDOR	CAPITAL PURCHASE VALUE	YEARS LEFT / USEFUL LIFE	ASSET VALUE AT 12/31/2004
<u>A-80</u> 2000 FORD ROAD RESCUE AID UNIT VIN # 1FDXE45F3YHA47813 LIC# 2A50447	7/6/2000	H&W EMERGENCY VEHICLES	99,992	6/10	59,999
<u>E-81</u> 1990 SPARTAN PUMPER VIN # 4S7BT9H08LC002678 LIC #02968D	12/14/1990	W.S. DARLEY & CO.	192,546.06		
W/: -A AKRON MONITOR	2/17/1993	GENERAL FIRE APPARATUS	872.72		
W/: -B 18" EXTEND-A-GUN	7/2/1996	L.N. CURTIS & SONS	1172.94		
<u>E-91</u> 1990 SPARTAN PUMPER VIN # 4S7BT9H0XLC002679 LIC #02967D	12/14/1990	W.S. DARLEY & CO.	193,949.39	5/19	51,235
W/: -A 18" EXTEND-A-GUN	7/2/1996	L.N. CURTIS & SONS	1172.94	5/19	51,360
<u>E-92</u> 2001 SPARTAN PUMPER VIN # 4S7AT33981C039627 LIC #33511D	3/19/2002	H&W EMERGENCY VEHICLES	337,014	18/20	303,313
<u>C-73</u> 1994 JEEP CHEROKEE VIN# 1J4FJ68S6RL215825 LIC #13663D	6/7/1994	BUJ CLARY CHEVROLET	22,056	Min. Value	2000
<u>C-74</u> 1995 FORD TAURUS VIN# 1FALP52U4SG268300	5/16/1995	EMPIRE FORD	14,327	Min. Value	2000
<u>C-93</u> 1998 FORD EXPEDITION VIN# 1FMPU18L5WLB44363 LIC #22949D	5/5/1998	PIONEER FORD	28,795	4/10	11,518
			891,006		481,415

**Exhibit F**

**CITY OBLIGATIONS TRANSFERRED TO DISTRICT**  
(paragraph 4.3)

[see separate sheet]

11  
F

Name	Sick **	Vacation	Total Hrs.	Rate of Pay	Total
Anderson, Paulette	78.81	250.09	328.90	20.92	6,880.59
Arnlin, David	147.55	226.12	373.67	25.86	9,662.98
Barnes, Steven	240.00	205.66	445.66	26.95	12,010.54
Cundon, Thomas	240.00	509.95	749.95	30.25	22,605.99
Crane, Scott	233.00	313.26	546.26	25.76	14,065.81
Dyer, Eric	240.00	313.25	553.25	26.47	14,644.53
Eustarbrock, Bryan	117.75	250.80	368.55	26.47	9,765.52
Fitzpatrick, Scott	182.75	159.00	321.75	26.47	8,516.72
Hanson, Candy	183.75	58.80	222.55	27.64	6,151.28
Horne, Burton	165.21	224.26	390.47	30.37	11,858.50
Hovis, Thad	191.38	246.10	437.48	25.29	11,063.74
Kowalski, TJ	79.75	46.00	125.75	27.64	3,475.73
Legge, Gren	240.00	314.00	554.00	29.92	16,575.68
Luthans, Brad	240.00	328.00	568.00	25.58	14,529.44
McCrummen, Kevan	122.50	204.00	326.50	26.47	8,642.46
Navarro, Don	240.00	443.96	683.96	29.78	20,368.33
Nelson, Matthew	240.00	46.65	286.65	24.54	7,034.39
Pomper, Jody	240.00	144.97	384.97	25.11	9,666.60
Preuninger, William	240.00	100.60	340.60	29.78	10,143.07
Reading, Brad	240.00	360.00	600.00	40.74	24,444.00
Rice, Paul	360.00	302.31	662.31	30.31	20,074.62
Schmitt, Ron	174.00	180.00	354.00	26.47	9,370.38
Sherman, Steve	240.00	305.83	545.83	40.74	22,237.11
Stedwick, Paul	240.00	309.65	549.65	34.03	18,701.19
Torey, Sean	215.25	240.28	455.53	25.29	11,520.23
Weber, Nicholas	240.00	285.60	525.60	26.23	13,786.49
Wiggins, Kyle	140.43	149.05	289.48	24.81	7,181.67
<b>Totals</b>	<b>5,473.10</b>	<b>6,518.08</b>	<b>11,991.18</b>		<b>\$345,047.77</b>

\*\* Sick leave already reduced by 25%

Hourly rates used are effective 1/01/04 per IAFF contract

\* Will be updated with current information on the effective date of Interlocal Agreement.

**Exhibit G**

**CITY PERSONNEL WHO ARE TRANSFERRED TO DISTRICT**  
(paragraph 5.1)

**Chronological Order Based Upon Hire Date**

<b><u>Employee</u></b>	<b><u>City of MLT Hire Date</u></b>
Steve Sherman	03/21/79
Brad Reading	05/30/79
Paul Rice	02/27/84
Burton Horne	03/01/84
Gren Leggc	07/08/84
Steven Barnes	01/01/88
Paulette Anderson	07/05/88
Thomas Condon	02/20/89
Paul Stredwick	01/08/90
Scott Crane	07/02/90
Brad Lutthans	07/02/90
Don Navarre	07/02/90
William Preuminger	01/31/91
Nick Weber	01/31/91
Jody Pomper	09/15/91
David Armin	09/30/91
Eric Dyer	04/28/92
Sean Torey	09/28/94
Thad Hovis	04/30/96
Kyle Wiggins	04/30/99
Matt Nelson	09/27/99
Candy Hanson	01/29/01
T.J. Kowalski	01/29/01
Bryan Eusterbrock	07/12/01
Scott Fitzpatrick	07/12/01
Kevan McCrummen	07/12/01
Ron Schmidt	07/12/01



**Exhibit H**

**USE AGREEMENT**

(paragraph 7.1)

**CITY OF MOUNTLAKE TERRACE FIRE STATION  
USE AGREEMENT WITH SNOHOMISH COUNTY  
FIRE PROTECTION DISTRICT NO. 1**

**THIS USE AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this 13<sup>th</sup> day of January, 2005, by and between the CITY OF MOUNTLAKE TERRACE (hereinafter referred to as the "City") and Snohomish County Fire Protection District No. 1 (hereinafter referred to as the "District").

**ARTICLE I**

**Recitals**

- 1.1 **PRELIMINARY STATEMENT:** This Agreement is made with reference to the following facts:
- a. The parties hereto have entered into an Interlocal Agreement for Fire and Emergency Medical Services dated January 13, 2005 (hereinafter referred to as the "Interlocal Agreement");
  - b. The City is the owner of certain real property in Mountlake Terrace, Washington which has been used as a fire station by the City (the "Premises"); and
  - c. The Interlocal Agreement calls for the City to allow the District to use the Premises as a fire station during the term of the Interlocal Agreement.
- 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 Agreement.

<u>City:</u>	City of Mountlake Terrace
<u>City's Address:</u>	23204 – 58 <sup>th</sup> Avenue West Mountlake Terrace, WA 98043
<u>District:</u>	Snohomish County Fire Protection District No. 1
<u>District's Address:</u>	12310 Meridian Avenue Everett, WA 98208
<u>Description of Premises:</u>	Fire Station 19
<u>Description of Building:</u>	The building which is located at 23204 58 <sup>th</sup> Ave W., Mountlake Terrace, Washington

Use of Premises: Fire Station

Exhibits: Exhibit "A" – Legal Description of Premises  
Exhibit "B" – Map of Premises

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

Term: Concurrently with the Interlocal Agreement

## **ARTICLE II Premises and Term**

- 2.1 **PREMISES:** In consideration of the Interlocal Agreement, the City hereby grants to the District exclusive use and possession of the Premises on the terms and conditions herein.
- 2.2 **TERM:** The term of this Agreement shall run concurrently with the Interlocal Agreement.

## **ARTICLE III Charges and Utilities**

- 3.1 **USE CHARGE:** No use charge shall be assessed to the District. The parties agree that the rights and contractual obligations contained within the Interlocal Agreement constitute adequate consideration for the District's use and possession of the Premises.
- 3.2 **UTILITIES AND SERVICES:** The District shall be responsible for the cost of all utilities used on the Premises, except for those utilities supplied by the City. If a separate meter is unavailable for any utility which the District is responsible to pay, then the cost shall be equitably apportioned to the District in a manner agreeable to both parties.
- 3.2.1 The City will ensure the supply of all utilities necessary for the Use of the Premises, which shall include: water, sewer, garbage, heating, air conditioning, electrical power, and telephone.

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

- 4.1 **LESSEE'S USE OF THE PREMISES:** District shall be entitled to use the Premises as a fire station.
- 4.2 **CONDITION OF PREMISES:** The City agrees to keep the Premises and the Building in good condition and repair as reasonably requested by the District for use as a fire station during the term of this Agreement, at its own expense. The

City shall, at all times, keep the Building suitably equipped as fully functioning and operational fire stations.

- 4.3 **IMPROVEMENTS:** Upon the District's request, the City shall install such improvements as are normal and customary in connection with the District's Use of Premises set forth herein. The City shall pay for such improvements.
- 4.3.1 Both parties recognize that the current Station 19 Building is inadequate, and the City has agreed to address this issue on or before March 27, 2006 as set forth in Article 7 of the Interlocal Agreement. When completed, the replacement or remodeled fire station shall be deemed the "Premises" under this Lease.
- 4.3.2 As of the date of this Agreement, firefighters occupy a temporary trailer at the site of Station 19. In the event that the City does not have an occupancy permit for the new or remodeled fire station on or before March 27, 2006, the City agrees to be responsible for all fines/penalties assessed by the Washington Department of Labor & Industries relating to the District's continued use of the temporary trailer. In the event of such citation, the District may relocate its personnel until such time as the District can occupy the new or remodeled fire station.
- 4.4 **REMOVAL OF PERSONAL PROPERTY:** The District shall remove all non-fixed equipment and personal property placed upon the Premises by the District during the period of this Agreement. Any property not removed from (i) Station 18 within 60 days after the termination of this Agreement or (ii) Station 19 within 60 days after the District's vacation of that facility shall revert to, and become the property of, the City.
- 4.5 **MAINTENANCE OF PREMISES:** Maintenance of the Building, the Premises and all improvements thereon is the sole responsibility of the City. Such responsibility includes without limitation, repair of walls, floors, ceiling, interior doors, interior and exterior windows and fixtures, sidewalks, landscaping, driveways, parking areas, walkways, building exterior and signs.
- 4.5.1 City shall maintain in good condition the structural parts of the Building which shall include the foundation, bearing and exterior walls, subflooring and roof, the unexposed electrical, plumbing and sewerage systems, including those portions of the systems lying outside the Premises, exterior doors, window frames, gutters, downspouts on the Building and the heating, ventilating and air conditioning system servicing the Premises.
- 4.5.2 All janitorial services for routine cleaning of the Building shall be the responsibility of the District.

**ARTICLE V**  
**Insurance and Financial Security**

5.1 **CASUALTY LOSS:** The parties hereto agree that the City shall not be responsible to the District for any property loss or damage done to the District's personal property occasioned by reason of any fire, storm or other casualty whatsoever beyond the control of the City. The District shall insure its personal property located on the Premises.

5.1.1 The District shall not be responsible to the City for any loss or damage to the Buildings or Premises which is not caused by the sole negligence of the District. The City shall insure the Premises and Buildings against such loss or damage. The District shall repair any damage to the Buildings caused by its sole negligence.

5.1.2 In the event of a casualty which renders the Premises reasonably unsuitable for the Use set forth herein, then the City shall provide the District with another suitable location for the District until such time as the Premises have been repaired. The cost of repairs, and the costs of relocation between the Premises and the substitute location, shall be borne by the City.

#### **ARTICLE VI** **Environmental Liability**

6.1 **INDEMNIFICATION FOR ENVIRONMENTAL CLAIMS:** Each party shall indemnify and hold the other party harmless from any and all claims, demands, judgments, orders, or damages resulting from the release of Hazardous Substances on the Premises caused in whole or in part by the activity of the indemnifying party, its agents, employees, licensees or invitees. The term "Hazardous Substances," as used herein, shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et. Seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70.105D all as amended and subject to all regulations promulgated thereunder.

#### **ARTICLE VII** **Miscellaneous Provisions**

7.1 **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 Premises, occasioned by either the negligent or willful conduct of the indemnifying party, regardless of who the injured party may be.

7.2 **ASSIGNMENT OF AGREEMENT:** The District may not assign this Agreement, except to an entity who assumes the obligations of the District under the Interlocal Agreement.

7.3 **TERMINATION:** Upon termination of this Agreement or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, District will surrender to City the Premises peaceably and quietly.

7.4 **DEFAULT AND REMEDIES:** Failure of the City to perform repairs or maintenance to the Building or Premises within a reasonable period after notice by the District shall constitute a breach under the terms of this Agreement. For purposes of this Agreement, a reasonable period shall be construed to mean five (5) days.

7.4.1 Notwithstanding anything to the contrary, if the nature of the repair constitutes a situation which materially affects the District's use of the Premises or Building, the City shall perform the repair no later than forty-eight (48) hours after receiving notification from the District.

7.4.2 If the City fails to timely perform the repair or maintenance after notification, the District may have such repair or maintenance performed at the City's expense. The cost of the repair or maintenance shall be forwarded to the City, which shall pay the cost within thirty (30) days after notice. Notwithstanding anything to the contrary, the City shall not be in breach of any repair or maintenance obligation herein if the repair cannot be completed within the time set forth herein so long as the City is diligently pursuing completion of the repairs.

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

The District:

Snohomish County Fire Protection District No. 1  
Attention: District Secretary  
12310 Meridian Avenue  
Everett, WA 98208

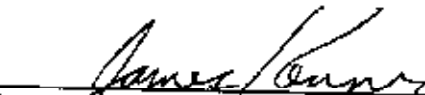
The City:

City of Mountlake Terrace  
Attention: City Manager  
23204 – 58<sup>th</sup> Avenue West  
Mountlake Terrace, WA 98043


7.6 **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the successors and assigns of the parties hereto.

Signed this 13<sup>th</sup> day of January, 2005.

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

By:   
James K. Kenny, Chair

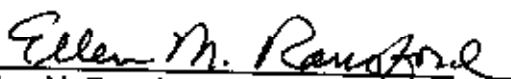
By:   
Charles E. Graham, Vice Chair

By:   
Brian S. McMahan, Commissioner

By:   
Joan E. Miller, Commissioner

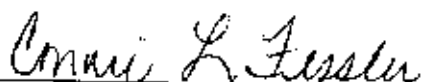
ATTEST:

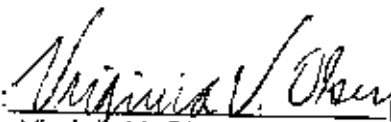
By:   
Lawrence Hadland, Commissioner

  
Ellen M. Ransford, District Secretary

Signed this 13<sup>th</sup> day of January, 2005.

**CITY OF MOUNTLAKE TERRACE**

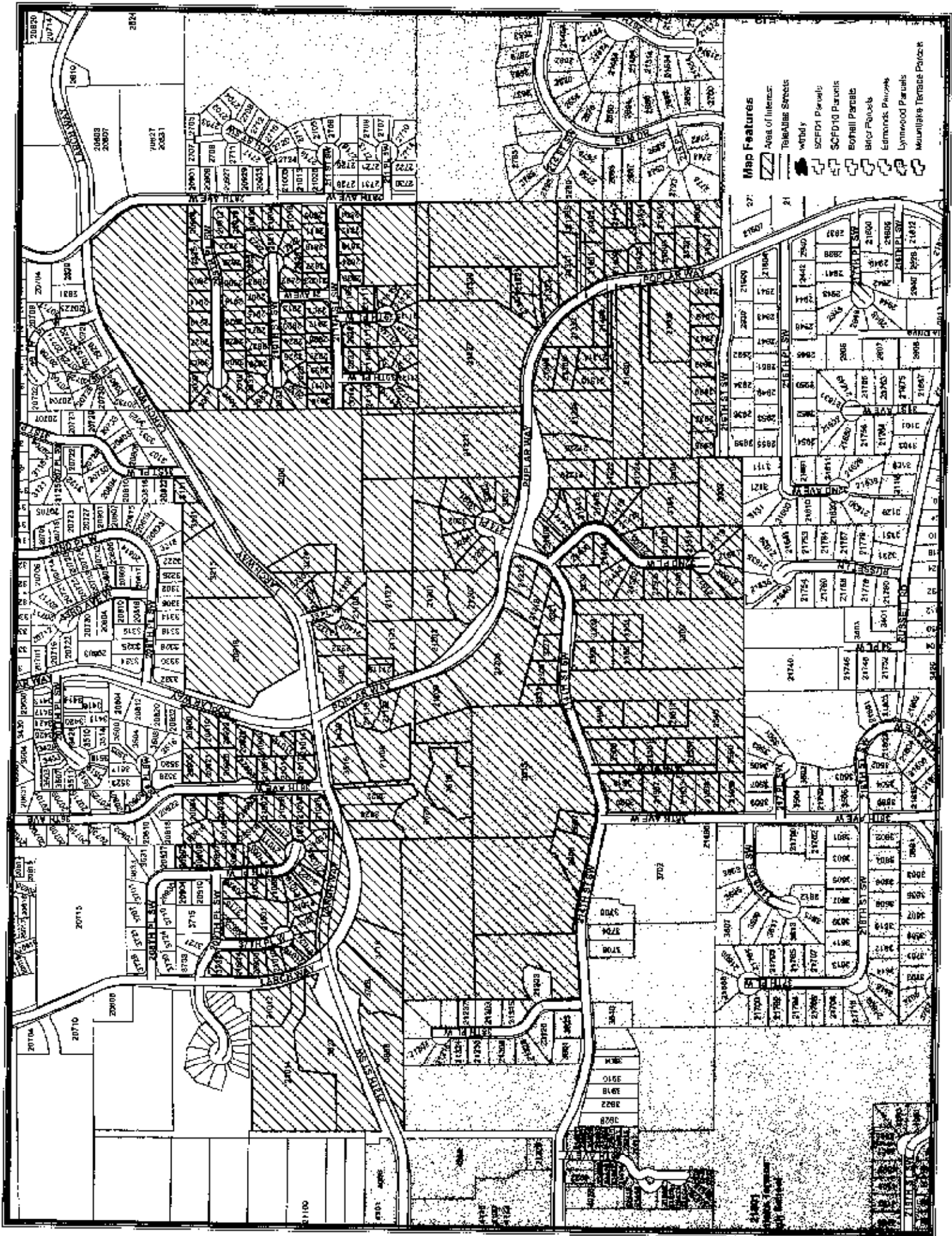
By:   
Connie L. Fessler, City Manager

Attest:   
Virginia V. Olsen, City Clerk

**Exhibit I**

**GEOGRAPHICAL AREA**  
(paragraph 3.6)

[see separate sheet]



5/1

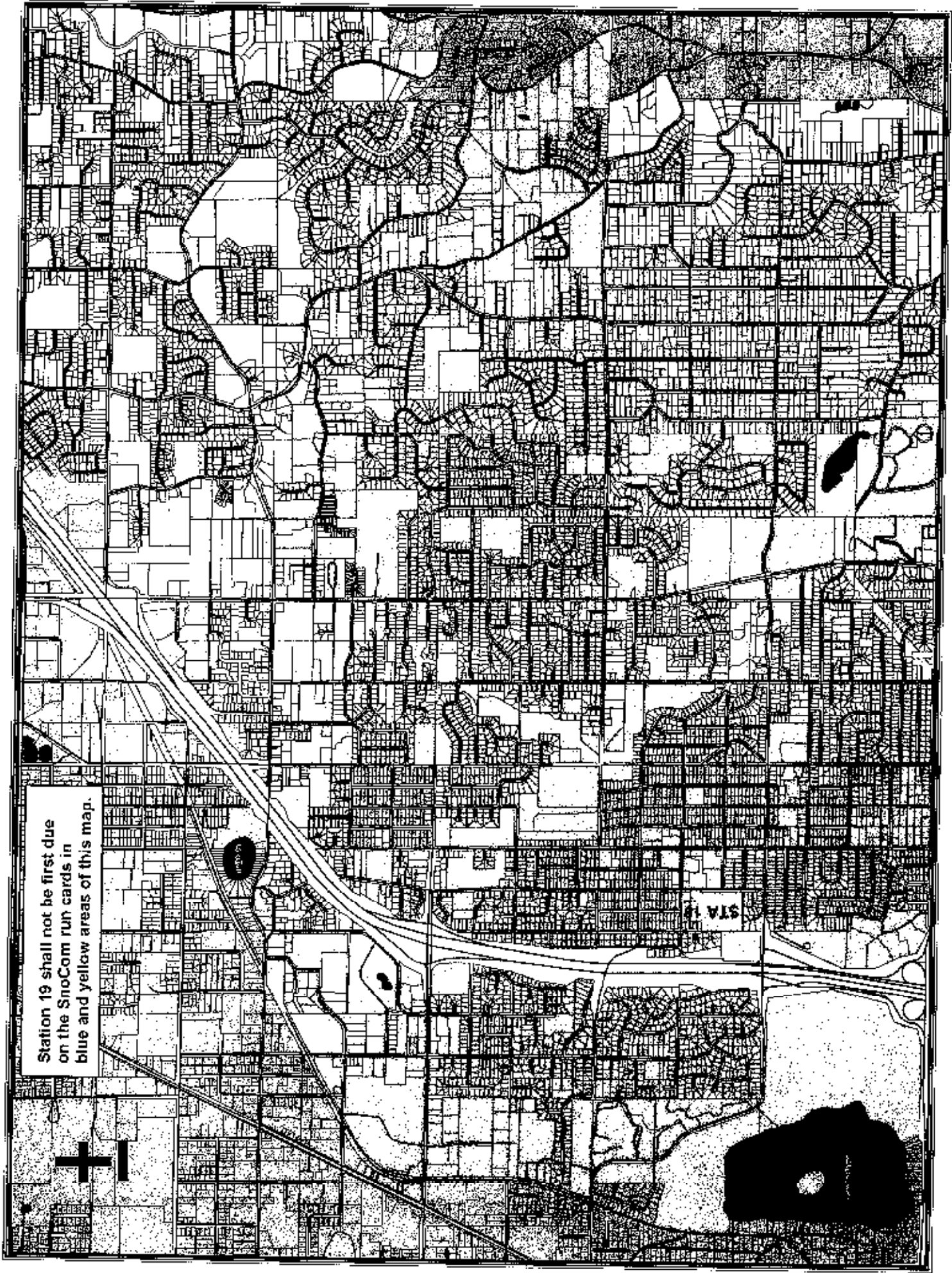


**Exhibit J**

**GEOGRAPHICAL AREA**  
(paragraph 3.6)

[see separate sheet]

625



Station 19 shall not be first due on the SnoCom run cards in blue and yellow areas of this map.

STA 19

+

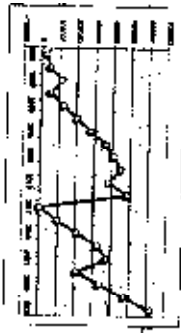


**Exhibit K**

**APPARATUS REPLACEMENT SCHEDULE**  
(paragraph 4.1.3.c (iv))

[see separate sheet]

**SOILWATER RESISTANCE LOG**



Project: **Project 123**  
 Date: **12/15/2023**  
 Location: **Site 456**

Soil Type: **CLAY**  
 Moisture: **15%**

Depth (ft)	Resistance (lb/in²)	Notes
0	0	Surface
10	10	
20	20	
30	30	
40	80	Peak
50	40	
60	30	
70	20	
80	10	
90	5	
100	0	Bottom

Depth (ft)	Resistance (lb/in²)	Notes
0	0	Surface
10	10	
20	20	
30	30	
40	80	Peak
50	40	
60	30	
70	20	
80	10	
90	5	
100	0	Bottom