

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH REGIONAL FIRE & RESCUE FOR FIRE PROTECTION CONTROL AND EMERGENCY SERVICES

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH REGIONAL FIRE & RESCUE FOR FIRE PROTECTION CONTROL AND EMERGENCY SERVICES (this "Agreement"), is made and entered into this 24th day of March, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and SNOHOMISH REGIONAL FIRE & RESCUE, a Washington municipal corporation (the "District"), pursuant to Chapter 39.34 RCW and RCW 52.30.020.

RECITALS

- A. The District is organized and equipped to provide fire protection services within its boundaries.
- B. The County is the owner of real and personal property located within the boundaries of the District commonly known as the Evergreen State Fair Park.
- C. Pursuant to this Agreement and Chapter 39.34 RCW, the County wishes to contract for fire protection control and emergency services from the District for the Evergreen State Fair Park, and the District wishes to provide such services to the County at the Evergreen State Fair Park; and

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the District agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and RCW 52.30.020. The purpose and intent of this Agreement is to provide adequate systems of fire protection control and emergency services for the benefit of public health, safety, and welfare at the Evergreen State Fair Park.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website; however, upon such effect, the actions and obligations set forth herein shall be deemed to have commenced on January 1, 2021. This Agreement shall remain in effect through December 31, 2021, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Tom Teigen
Parks Director
Snohomish County Department of
Conservation and Natural Resources
14405 – 179th Avenue SE
Monroe, WA 98272
360-805-6700

District's Initial Administrator:

Leah Schoof
Business Administrator
Snohomish Regional Fire & Rescue
163 Village Court
Monroe, WA 98272
360-794-7666

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Scope of Services.

4.1 Fire Protection Services Generally. The District shall furnish fire protection and related services to the Evergreen State Fair Park. The extent of such services shall be equivalent to the extent of personnel and services of the District reasonably available under any given circumstance taking into consideration the demands in existence of such time and shall not be less than services that would be provided to other properties within the District under such circumstances.

4.2 Fire Protection Services During the Fair. The District shall provide a First Aid Station and Emergency Services during the Evergreen State Fair.

4.3 Additional Services. The Fire District shall provide additional services to the Evergreen State Fair Park as listed on Schedule A attached hereto and by this reference incorporated herein

5. Fees, Invoicing, and Payment.

5.1 Base Fee. The County shall pay the District an annual fee (the "Base Fee") in the amount of \$72,028.82. This Base Fee shall be effective until December 31, 2021. The Base Fee includes \$35,515.44 for year-round fire protection services and \$36,512.86 for fair services and first aid for the Evergreen State Fair as outlined in Schedule A. Base Fee amounts listed in this Section 5.1 are based on the hours outlined on Schedule A for staffing the First Aid Station, providing extra coverage for rodeo, and attending daily morning safety meetings. The County shall pay the Base Fee in quarterly payments to the District in advance of the quarter for which services are to be rendered. The County shall pay each quarterly payment by the latest of the following

dates: (i) the first day of the quarter for which services are to be rendered, or (ii) thirty (30) days after receipt of a bill from the District. All bills shall be sent by the District to the Office of the Fair Park Manager at the address of the County's Administrator.

5.2 Additional Hours. If the County requests additional hours over and above the hours outlined on Schedule A in any calendar year, the District will bill the County at an hourly rate which includes the cost of all personnel, services, equipment, medical supplies, and materials. This hourly rate shall be \$92.77 for calendar year 2021. Total cost for these additional services shall not exceed a maximum of \$1000.00 without prior written approval by the County. The District shall invoice the County for any such additional hours, and the invoice shall include an itemization of the dates on which those additional services were provided including the number of hours and a brief description of the services performed on each such date. The County will pay such invoices within thirty (30) days of receipt.

5.3 Reductions to Hours. If the County, in its sole discretion, reduces the hours scheduled for the Evergreen State Fair by more than five (5) hours, the Base Fee will be reduced accordingly by \$92.77 per hour per staff member for the modified schedule. The County shall provide written notice of its intent to reduce the Evergreen State Fair hours at least thirty (30) days prior of the event.

5.4 Increases to Square Footage. If County adds new square footage to buildings or structures resulting in an increase in the total square footage beyond the current 347,780 square feet, the parties agree to negotiate in good faith to reassess the charges relating to this Agreement. In the event the parties are unable to agree upon reassessment of charges, then either party may terminate this Agreement upon ninety (90) days written notice.

5.5 Recordkeeping. The District shall maintain adequate records to support billings. The records shall be maintained by the District for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the District relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

6. Independent Contractor. The District will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The District shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the District and not the County. The District has the express right to direct and control the District's activities in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties,

liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

8. Liability Related to District Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District ordinance, policy, rule or regulation is at issue, the District shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the District, the County, or both, the District shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

10. Default and Remedies.

10.1 Default. If either the County or the District fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

10.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

11. Early Termination.

11.1 30 Days' Notice. Except as provided in Sections ~~12.2~~^{11.2} and ~~12.3~~^{11.3} below, either party may terminate this Agreement at any time, with or without cause, upon not less than one hundred twenty (120) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate. If this Agreement is so terminated, the

parties shall be liable only for performance rendered or fees owed in accordance with the terms of this Agreement prior to the effective date of termination. In determining the fees owed by the County, the Base Fee shall be prorated to the date of termination.

11.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.3 Termination for Breach. In the event either party commits a Default as described in Section 11, the non-breaching party may terminate this Agreement immediately by delivering written notice to the breaching party.

12. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

13. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

14.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

14.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

14.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

14.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

14.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

14.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

14.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

14.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

14.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

14.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

14.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

14.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the District and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

14.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

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

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By Lacey Harper
Name:
Title:
Digitally signed by Lacey Harper
Date: 2021.07.27 09:25:16 -07'00'

DISTRICT:

Snohomish Regional Fire & Rescue

By [Signature]
Name: Liam Schoaf
Title: Business Administrator

Approved as to Form:

Rebecca J. Guadamud 03-30-21
Deputy Prosecuting Attorney

Approved as to Form:

[Signature]
Fire District Attorney

COUNCIL USE ONLY	
Approved	<u>7/21/2021</u>
ECAF #	<u>2021-0406</u>
MOT/ORD	<u>Ord. 21-040</u>

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Schedule A - Services

In mutual cooperation and coordination with Snohomish County Fire Marshal's Office and Evergreen State Park staff, District services delivered under this Agreement include the following:

1. The following "Building and Grounds Services" will be provided year-round with recommendations submitted to the County Fire Marshal and Fair Park Facilities Manager:
 - a. Annual facility fire and life safety inspections and on-site review
 - b. Review of fire protection systems
 - c. Review of emergency access and egress, fire lanes, and fire protection equipment
 - d. Fire protection equipment (e.g. fire hydrants, etc.) readiness review

2. With the exception of pre-incident planning activities, which will occur as necessary and necessarily on year-round or annual basis, the following "Safety Services" will be provided year-round with recommendations submitted to the County Fire Marshal and Fair Park Facilities Manager:
 - a. Fire and life safety inspections and on-site review
 - b. Liaison with County Fire Marshal Office, Washington State Labor & Industries, and Snohomish County Public Utilities District
 - c. Unified Incident Command member of the Fair's Emergency Action Team (FEAT), with joint responsibilities to include attending safety meetings and emergency response table tops, review and updating of Emergency Action Plan, and review and updating of Incident Radio Communications Plans

3. Personnel and equipment to train Fair Park staff in the following areas upon request at a mutually agreeable time and tailored as requested by the County:
 - a. American Heart Association CPR, AED and First Aid Training, or similar, for up to 90 employees or volunteers
 - b. Fire extinguisher use
 - c. Fire safety, including emergency evacuation planning
 - d. Fire sprinklers

4. First Aid Station and Services during the Evergreen State Fair as follows:
 - a. Comprehensive uniformed first aid services and emergency medical services supervised by authorized EMS Supervisors as follows:
 - i. All first aid providers shall have documented pre-hospital emergency medical skill levels with at least one certified EMT-B on duty at all times;
 - ii. General ambulance services (ambulance may be stationed at the District Fire Station or on the fairgrounds as determined by the District); and
 - iii. Rodeo ambulance services to include one ambulance stationed at the rodeo site that is EMT-B equipped during rodeo operation.
 - b. Except for those items provided by County as described below, the District shall be responsible for providing all medical supplies, equipment and related accessories (including cart, blankets, pillows, pans, etc.), that are necessary and required in the judgment of the District to outfit the first aid facility;

- c. In aid of the services performed by the District during the Evergreen State Fair, the County shall provide the following:
 - i. A central aid station (with internal restroom, air conditioner, and quiet room)
 - ii. Beds or cots
 - iii. Telephone service lines
 - iv. If applicable, radios for communication with security personnel and other key Fair Park personnel
- d. Supervisor or designee shall attend daily safety meetings and review of the Fairgrounds
- e. First Aid Station and Services shall be provided during the following hours for calendar year 2021:

Day	Date	First Aid Station Times	Fair Public Hours	Carnival Hours
Daily	Aug 26 – Sep 3*	9am – 9:30am	Supervisor – Daily	Safety Meetings
Thursday	August 26	10am – 11pm	10am – 10pm	11am – 11pm
Friday	August 27	10am – 12am	10am – 10pm	11am – 12Midnight
Saturday	August 28	10am – 12am	10am – 10pm	11am – 12Midnight
Sunday	August 29	10am – 11pm	10am – 10pm	11am – 11pm
Monday	August 30	10am – 11pm	10am – 10pm	11am – 11pm
Tuesday	August 31	10am – 11pm	10am – 10pm	11am – 11pm
Wednesday	September 1	Closed	Closed	Closed
Thursday	September 2	10am – 11pm	10am – 10pm	11am – 11pm
Friday	September 3	10am – 12am	10am – 10pm	11am – 12Midnight
Saturday	September 4	10am – 12am	10am – 10pm	11am – 12Midnight
Sunday	September 5	10am – 12am	10am – 10pm	11am – 12Midnight
Monday	September 6	10am – 8pm	10am – 7pm	11am – 7pm

(* Except Sept 1 we are closed)

Coverage for Rodeo (3-days only):

Friday	September 3	6:30 pm – 10:00 pm
Saturday	September 4	6:30 pm – 10:00 pm
Sunday	September 5	6:30 pm – 10:00 pm