

INTERLOCAL AGREEMENT FOR FACILITATION SERVICES

This Agreement is entered into among SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a Washington special purpose district (referred to as "District"); the CITY OF MARYSVILLE, a Washington municipal corporation (referred to as "Marysville"), and the CITY OF ARLINGTON, a Washington municipal corporation (referred to as "Arlington").

This Agreement is entered into by the parties under the authority of RCW 35A.11.040 and RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The District, acting in concert with Marysville, and Arlington currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective areas. The parties have formed a planning committee to discuss a potential regional fire authority and have reached a point where facilitation by an outside party is deemed by all parties to be beneficial to the process.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **EFFECTIVE DATE AND TERMINATION:** This Agreement shall be effective upon signature by both parties and shall continue in effect until sixty (60) days following written notice by either party of its intent to terminate this Agreement.
2. **PROFESSIONAL SERVICES:** The parties each agree to engage the professional services of Karen Reed of Karen Reed Consulting, LLC to assist in the discussions underway between the parties for a possible Regional Fire Authority. The scope of services is attached to this agreement, labeled "Exhibit A".
3. **PAYMENT FOR SERVICES:** The parties agree that the facilitation fees associated with Regional Fire Authority planning process will be shared equally among the parties and paid 1/3 by Arlington, 1/3 by Marysville, and 1/3 by District.
4. **NO SPECIAL DUTY CREATED:** The duties of the parties hereto under the provisions of this Agreement are duties owed to the public generally and by the entering into this Agreement, no party shall have or owe a special duty to any other party.
5. **LIABILITY:** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.
6. **INSURANCE:**
 - a. Arlington shall provide and maintain insurance coverage for all facilities, equipment, personnel and operations of Arlington owned assets. The insurance shall include all risk property insurance, insuring City equipment and building at

replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of not less than \$2,000,000; complete auto insurance, including comprehensive and collision coverage at replacement cost, and liability coverage with a limit of not less than \$2,000,000. Arlington shall furnish to the other parties appropriate documentation showing that the coverage is in effect. For purposes of this paragraph, participation in a voluntary risk management pool such as Washington Cities Insurance Authority with comparable limits shall be deemed sufficient insurance.

b. Marysville shall provide insurance coverage for all equipment, personnel and operations of Marysville owned assets. The insurance shall include all risk property insurance, insuring Marysville equipment replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of not less than \$2,000,000; complete auto insurance, including comprehensive and collision coverage at replacement cost, and liability coverage with a limit of not less than \$2,000,000. Marysville shall furnish to the other parties appropriate documentation showing that the coverage is in effect. For purposes of this paragraph, participation in a voluntary risk management pool such as Washington Cities Insurance Authority with comparable limits shall be deemed sufficient insurance.

c. District shall provide insurance coverage for all equipment, personnel and operations of District owned assets. The insurance shall include all risk property insurance, insuring District equipment replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of not less than \$2,000,000; complete auto insurance, including comprehensive and collision coverage at replacement cost, and liability coverage with a limit of not less than \$2,000,000. District shall furnish to the other parties appropriate documentation showing that the coverage is in effect. For purposes of this paragraph, participation in a voluntary risk management pool such as Washington Cities Insurance Authority with comparable limits shall be deemed sufficient insurance.

7. **MUTUAL COOPERATION:** The Chief Administrative Officers of each agency shall meet and confer as needed on any matters of mutual concern which involve aspects related to the possible formation of a Regional Fire Authority between any of the agencies.

8. **NOTICES:** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, at the time of transmittal if transmitted by facsimile transmission, or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

9. **SEVERABILITY:** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

10. **MODIFICATION:** This Agreement represents the entire agreement between

the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

11. **BENEFITS:** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

12. **NON-EXCLUSIVE AGREEMENT:** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

13. **REOPENING AGREEMENT:** This Agreement may be revised at any time by agreement of the parties.

14. **DISPUTE RESOLUTION.** In the event of a disagreement between the parties relating to the interpretation of the terms of this Agreement, the parties agree that such dispute shall be submitted to mediation, and if not resolved in mediation, then resolved by binding arbitration. The mediator shall be selected by agreement or in the event the parties cannot agree, then any party may seek the appointment of a mediator by the Snohomish County Superior Court. Any binding arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator to the arbitration panel. Unless different rules are adopted by the panel of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

15. **PRIOR AGREEMENTS.** This agreement has no impact on prior agreements of the parties hereto.

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DATED: 6-9-17

CITY OF ARLINGTON

By 
Mayor

Attest:

By 
City Clerk

Approved as to form:

By 
City Attorney

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12


By 
Chairperson

By 
Secretary

Approved as to form:

By 
Fire District Attorney


CITY OF MARYSVILLE

By 
Mayor

Attest:

By 
Deputy City Clerk

Approved as to form:

By 
City Attorney