

**INTERLOCAL AGREEMENT REGARDING THE SNOHOMISH COUNTY
SPECIAL OPERATIONS JOINT POLICY BOARD
(Full Participating Agencies)**

This agreement ("Agreement") is entered into by and among the following fire districts and cities in Snohomish County, Washington listed on Exhibit A hereto ("Full Participating Agencies" or "FPAs").

WHEREAS, the Full Participating Agencies are Snohomish County agencies that contribute skilled personnel, equipment, and/or other resources for responding to hazardous materials (HAZMAT) and technical rescue (TR) incidents (collectively referred to as "Special Operations Services") throughout Snohomish County; and

WHEREAS, the FPAs have formed a Joint Board known as the Snohomish County Special Operations Joint Policy Board ("SOPB Board") for the purpose of coordinating Special Operations planning, training, operations, and responses in Snohomish County; and

WHEREAS, the SOPB Board has adopted a Snohomish County Hazardous Materials and Technical Rescue Task Forces Administrative Procedures and Operating Guidelines (the "Plan") to bring together the expertise of skilled individuals and resources of agencies with Special Operations capabilities in a cooperative and coordinated effort; and

WHEREAS, in order to provide Special Operations Services, it is necessary for the SOPB Board to obtain financial contributions both from FPAs and from other agencies in Snohomish County who receive and benefit from Special Operations Services; and

WHEREAS, the SOPB Joint Board has developed a cost share formula for replacing equipment and resources that would be shared with every agency in Snohomish County that agrees to participate (herein those agencies in Snohomish County who agree to participate but who are not FPAs shall be referred to as "Affiliate Agencies"); and

WHEREAS, the FPAs desire to establish a formal structure and mechanism for acquiring equipment necessary to provide Special Operations Services and for billing Snohomish County agencies for the costs of acquiring, maintaining and repairing such equipment; and

WHEREAS, Subject to approval of the SOPB, agencies outside of Snohomish County may participate in this agreement.

NOW, THEREFORE, in consideration of the following mutual agreements, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Authority and Prior Agreements.

1.1 The parties to this Agreement, exercising the powers granted to them by statute or by official organizational authority, enter into this Agreement for the purposes identified in Section 2. This Agreement shall, on the Effective Date, supersede and replace all prior agreements hereto relating to the purpose and funding of SOPB.

1.2 Any Snohomish County fire district or municipality who desires to be an Affiliate Agency shall sign the Affiliation Agreement.

Section 2: Purpose.

The purpose of this Agreement is to establish mechanisms and protocols to fund the acquisition and ongoing *maintenance and repair* of equipment and resources necessary to provide Special Operations services throughout Snohomish County.

Section 3: Duration of Agreement.

3.1 This Agreement shall commence on the Effective Date as defined hereinafter and shall remain in effect until terminated as provided herein.

3.2 Any party hereto may withdraw from participation in this Agreement without effectuating a termination of this Agreement. Notice of withdrawal shall be by written notice to the SOPB Board on or before June 1. If the notice of withdrawal is timely provided, withdrawal will be effective as of January 1, of the succeeding year. The withdrawal of a party to this Agreement shall not terminate the Agreement as to the remaining parties.

Section 4: Acquisition, Ownership, and Use of Equipment.

4.1 In order to facilitate the acquisition and disposal of SOPB Equipment, the SOPB Board shall designate a lead agency (the "Lead Agency") which shall be responsible for acquiring, holding title to, and disposing of the SOPB Equipment. The SOPB Board shall provide the funding to the Lead Agency to acquire the SOPB Equipment. The Lead Agency shall also be authorized to execute Affiliation Agreements in the form attached hereto as Exhibit B on behalf of the SOPB Board.

4.1.1 In the event the Lead Agency declines to continue serving as the Lead Agency or the Lead Agency ceases to exist (e.g., merger, formation of a regional fire protection service authority, etc.), then the SOPB Board shall designate a new Lead Agency. The former Lead Agency shall execute all documents necessary to transfer title to the SOPB Equipment to the new Lead Agency.

4.1.2 Any tax liabilities arising from the Lead Agency's acquiring title to, or disposing of, the SOPB Equipment shall be reimbursed by the SOPB Board.

4.2 The SOPB Board shall assign each item of SOPB Equipment for use by a party to this Agreement. The SOPB Board reserves the right to reassign SOPB Equipment from time to time as it deems necessary to fulfill the purposes of this Agreement. While Equipment is being used by a party, the party shall be responsible to carry and maintain insurance covering claims for bodily injuries and/or damages to property of others arising from use of the SOPB Equipment with \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000).

Section 5: Funding Responsibility and Budget.

5.1 Not later than June 30 each year, the SOPB Board shall adopt a budget for the following year and distribute a copy of same to all FPAs and Affiliate Agencies. The proposed budget shall detail, at a minimum, the following: (i) equipment and resources the SOPB Board determines to be necessary for acquisition during the following calendar year, (ii) anticipated maintenance and repair costs for equipment purchased by the SOPB Board; (iii) the grants to

be received by the SOPB Board to acquire equipment and resources, and (iv) anticipated administrative and related expenses

5.2 That portion of the budget not funded by grants shall be funded by FPAs and Affiliate Agencies as provided in this Section. Each agency's share of the budget shall be derived as follows:

- a. Calculate the FPA or Affiliate agency's assessed valuation as compared to the total assessed valuation of all the FPA/ Affiliate agencies. The resulting percentage is the agency's "pro rata share."
- b. Multiply the FPA or Affiliate agency's pro rata share by the budget.

5.3 FPAs shall be invoiced amounts according to the foregoing calculation. Invoices shall be payable within 45 days of the due date of the invoice; failure to timely pay an invoice shall constitute a default under the terms of this Agreement.

5.4 If a Snohomish County agency joins as an FPA or Affiliate Agency at any date other than January 1, the agency shall pay a pro rata share of the amount it would otherwise have been billed for the calendar year in which it joined. The fees paid by such agency shall reduce the obligations owed by the other FPAs and Affiliate Agencies. At the SOPB Board's discretion, the appropriate amounts shall be refunded to the other agencies or shall be credited against their financial obligations in the subsequent calendar year.

5.5 The SOPB Board shall execute an interlocal agreement with appropriate Board approved public agency to handle the billing, collection, and public bidding functions for the SOPB Board.

Section 6: Compensation for Special Operations Services.

In consideration of the financial and other contributions by the FPAs as outlined herein, the SOPB Board and parties hereto agree that an FPA shall not be billed for Special Operations Services received by such FPA.

Section 7: Bylaws.

The SOPB Board has, and shall continue to maintain, bylaws for the purposes of conducting the business of the SOPB Board. Participation by FPAs in the SOPB Board shall be guided by such bylaws and amendments to these bylaws as may be approved by the majority vote of the SOPB Board.

Section 8: Withdrawal by a Party.

8.1 An FPA that withdraws from this Agreement shall forfeit any right to a share of the value of the SOPB owned Equipment.

8.2 A party who withdraws may become an Affiliate Agency. If the withdrawing party does not elect to become an Affiliate Agency, the party shall no longer be entitled to receive the Special Operations Services without charge.

Section 9: Termination of Agreement.

9.1 This Agreement may be terminated by a 60% majority vote of the FPAs. Unless otherwise provided, any termination shall be effective as of December 31 of the year in which the vote is taken.

9.2. Upon termination of this Agreement, the SOPB Board shall take all steps to redistribute or liquidate the SOPB Equipment. After paying all expenses, the SOPB Board shall disburse the any proceeds to the FPAs according to the percentage of their contributions during the term of this Agreement.

9.3. An agency who is utilizing any item of SOPB Equipment as of the date of termination shall be afforded a reasonable opportunity to purchase the item for the full and true value before it is offered for sale to other FPAs or to third parties.

Section 10: Indemnification.

Each party to this Agreement shall defend, indemnify, and hold the SOPB Board, other FPAs, Affiliate Agencies and their agents, employees and/or officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, penalties, losses, damages, or costs of whatsoever kind or nature brought against them arising out of or caused by the indemnifying party's negligent acts and/or omissions. Nothing in this Agreement shall be construed to require any party to defend, indemnify, and hold harmless any other party against any liability to the extent it arises from or is caused by the negligence or fault of the other party, its agents, employees, and/or officers.

Section 11: Applicable Law.

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by State law. In the event that any litigation may be filed between the parties regarding this Agreement, the parties agree that venue shall rest in the Superior Court of Snohomish County, Washington.

Section 12: Disputes.

The parties agree to attempt mediation prior to the filing of any legal action, but mediation shall not be a condition precedent to filing a legal action. Venue for any disputes shall lie exclusively in Snohomish County Superior Court.

Section 13: No Third Party Benefit.

It is agreed that this Agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

Section 14: Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by written instrument signed by the parties hereto.

Section 15: Savings.

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

Section 16: Filing.

A copy of this Agreement shall be filed with the Snohomish County Auditor.

Section 17: Survivability.

All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

Section 18: No Waiver.

No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 19: Neutral Authorship.

Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of, or against, the district preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

Section 20. Effective Date.

20.1. This Agreement shall take effect and be in full force and in effect after all of the following has occurred (the "Effective Date"):

A. The Agreement is executed by the duly authorized representative of at least Two Parties; and

B. A copy of the Agreement will be filed with the Snohomish County Auditor's Office.

Section 21: Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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

Greg Corn
Name Printed
[Signature]
Signature
DEC 20, 2012
Date

Marysville Fire District
Agency
Fire Chief
Title

SCFD3/SPECIAL OPERATIONS BOARD/FULL PARTICIPATING AGREEMENT(RSV)

EXHIBIT A

[FULL PARTICIPATING AGENCIES]

Arlington Fire Department
Everett Fire Department
Lynnwood Fire Department
Marysville Fire Department
Mukilteo Fire Department
Snohomish County Fire District 1
Snohomish County Fire District 3
Snohomish County Fire District 7
Snohomish County Fire District 8