

**INTERLOCAL AGREEMENT
FOR FIRE PROTECTION AND EMS SERVICES**

This Interlocal Agreement (this "Agreement") is made and entered into this 20th day of November, 2018, by and between the Marysville Fire District, the combined fire departments of Snohomish County Fire Protection District No. 12 and the City of Marysville Fire Department (hereinafter referred to as the "Fire District") and the Sno-Isle Intercounty Rural Library District, a Washington municipal corporation (hereinafter referred to as the "Library District").

Recitals

WHEREAS, this Agreement is entered into by the Fire District under the authority of RCW 52.12.031, and pursuant to the provisions of chapter 39.34 RCW.

WHEREAS, the purpose of this Agreement is to satisfy RCW 52.30.020 requiring the Library District to contract with the Fire District for fire protection services necessary for the protection and safety of personnel and property to and on Library District property and for the Library District to fairly compensate the Fire District for the estimated cost to the Fire District of providing such services.

WHEREAS, the parties have determined that an annual payment will be assessed in accordance with the annual fire district levy rate on the assessed value of the Library District's Administrative and Service Center Building at \$0.50/\$1,000 of assessed value.

NOW THEREFORE for and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. Term-Renewal. The term of this Agreement shall be for one year, from January 1, 2019, through December 31, 2019. This Agreement shall automatically be renewed for successive one-year periods, but shall be terminable effective the 31st of December of the year in which written notice of termination is given to the other party on or before October 1st of said year.

2. Services. The Fire District agrees to furnish fire protection services, and such other usual and customary services as are provided within the Snohomish County Fire Protection District No. 12 boundaries, to and on all Library District owned and leased real and personal property which presently is only the Administrative and service Center Building located at 7312 35th Ave NE, Marysville, WA 98271. Such services shall be rendered on the same basis and level of service as such protection is rendered to other areas within the Fire District or with which the Fire District has contracts. In the event of simultaneous events on the Library District property and off the Library District property, whereby facilities of the Fire District are taxed beyond its ability to render equal protection, the officers and agents of the Fire District shall have discretion as to which call shall be answered first. The Fire District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

3. Payment by the Library District for Services. As compensation for the rendering of services by the Fire District as set forth in this Agreement, the Library District agrees to make annual

payments to the Fire District based upon the current year levy rate of Fire Protection District No. 12 applied to current year assessed value of the Library District's Administrative & Service Center; 7312 35th Ave NE, Marysville, WA 98271 which for the 2019 term is \$0.50/\$1,000 of assessed value. For the 2019 payment only, the Fire District will invoice by January 31, 2019 with payment due within 30 days from receipt of invoice. Thereafter, the Fire District invoice the Library District building on an annual basis; invoicing to take place by June 30 of each year and the Library District shall submit its payment to the Fire District within thirty (30) days of receipt of the invoice.

4. Annual Payment Renegotiation.

- a. Additional Facilities/Improvements.** In the event the Library District adds a capital facility or capital improvement that will likely cause a significant increase in the cost to the Fire District of providing services to the Library District under this Agreement, the Fire District may initiate a renegotiation of the annual payment amount by providing written notice to the Library District at least ninety days before the facility or improvement is placed in operation. If such notice is timely provided, the parties agree to negotiate in good faith to reach agreement on an adjusted annual payment amount. If the parties are unable to agree on an adjusted annual payment amount after good faith negotiations, then the dispute resolution provisions of 4(c) shall apply. The right to initiate a renegotiation under this subsection is waived by the Fire District if the notice is not timely provided.
- b. Reduction in Facilities/Improvements.** In the event the Library District subtracts a capital facility or capital improvement that will likely result in a significant decrease in the cost to the Fire District of providing services to the Library District under this Agreement, the Library District may initiate a renegotiation of the annual payment amount by providing written notice to the Fire District at least ninety days before the facility or improvement is removed from operation. If such notice is timely provided, the parties agree to negotiate in good faith to reach agreement on an adjusted annual payment amount. If the parties are unable to agree on an adjusted annual payment amount after good faith negotiations, then the dispute resolution provision of 4(c) shall apply. The right to initiate a renegotiation under this subsection is waived by the Library District if the notice is not timely provided.
- c. Dispute Resolution.** In the event the parties are unable to reach agreement on an adjusted annual payment amount through good faith negotiations under sections 4(a) or 4(b), then the annual payment amount adjustment amount shall be submitted to mediation before a mutually agreed single mediator. Unless otherwise agreed by the parties, the only issue for mediation shall be the appropriate amount of adjustment, if any, to the annual payment amount as a result of such addition or subtraction of facilities/improvements. In the event the parties are unable to reach agreement on an adjusted annual payment amount through mediation, then the annual payment amount adjustment amount shall be resolved exclusively by final and binding arbitration in Snohomish County, Washington before a mutually agreed single arbitrator. Unless otherwise agreed by the parties, the only issue for arbitration shall be the appropriate amount of adjustment, if any, to the annual payment amount as a result of such addition or subtraction of facilities/improvements. The parties agree to abide by all decisions and awards rendered in such arbitration proceedings.

5. **Liability.** To the extent permitted by law, the Fire District shall protect, save harmless, indemnify and defend the Library District, its appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or Fire District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the Fire District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the Library District, its appointed officials, officers, employees or agents.

To the extent permitted by law, the Library District shall protect, save harmless, indemnify and defend the Fire District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the Library District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the Library District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the Fire District, its elected or appointed officials, officers, employees or agents.

6. **Insurance.** The Fire District agrees to maintain insurance coverage with limits and coverages as provided through the Washington Cities Insurance Authority and/or such other commercial carrier as the Fire District shall designate. The Library District shall maintain general commercial liability insurance in an amount no less than \$1,000,000 per occurrence for its own property, facilities, equipment, and personnel which shall include general liability, errors and omissions and property damage for its personnel, facilities, and vehicles. The Library District shall provide proof of such insurance to the Fire District prior to commencement of this Agreement.

7. **Attorney's Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

8. **Notice.** Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:


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| Marysville Fire District Attn: Fire Chief 1094 Cedar Ave Marysville, WA 98270 | Sno-Isle Libraries Services Center Attn: Executive Director 7312 35 th Ave NE Marysville, WA 98271-7417 |
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9. **Modification.** This Agreement constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both parties.


10. **Assignment.** In the event the City of Marysville, Fire District 12 or Marysville Fire District merges, consolidates or forms a Regional Fire Authority or other separate entity, this Agreement may be assigned and transferred to the new entity in the sole discretion of the Fire District upon the acceptance of such assignment or transfer by the new entity. In the event such assignment or transfer is not accepted, this Agreement may be terminated upon giving not less than thirty (30) days written notice.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on this 26th day of November, 2018.

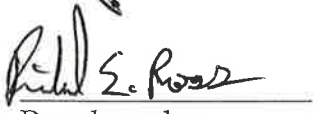
Marysville Fire District


Chairperson


Boardmember


Boardmember


Boardmember



Boardmember

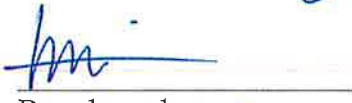

Boardmember

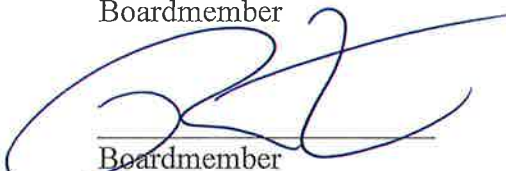
Sno-Isle Intercounty Rural Library District


President


Boardmember


Boardmember


Boardmember


Boardmember


Boardmember