

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMS
SERVICES
BETWEEN
MARYSVILLE FIRE DISTRICT
AND
SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT**

This First Amendment to the Interlocal Agreement (this "Agreement") is made and entered into this 18 day of DECEMBER 2019, by and between the Marysville Fire District, a Regional Fire Authority, (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").

WHEREAS, the Original Interlocal Agreement (hereafter referred to as the "Original ILA") was entered into by the Fire District under the authority of RCW 52.12.031, and pursuant to the provisions of chapter 39.34 RCW on November 26, 2018; and

WHEREAS, the purpose of the Agreement and this Amendment 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; and

WHEREAS, on October 1, 2019 the Marysville Fire District (a Regional Fire Authority) was formed which expanded the area for fire protection services and as a result of the expanded area an additional Library District building known as the Marysville Library located at: 6120 Grove Street, Marysville 98270 was now within the fire protection area; and

WHEREAS, the Original ILA was ratified, accepted, and affirmed by the Marysville Fire District, a regional fire authority, on October 1, 2019; and

WHEREAS, the parties have determined that an annual payment will be assessed on the assessed property value of the Library District's Administrative and Service Center Building and the Marysville Library at \$0.50/\$1,000 of assessed value;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the Parties do hereby agree as follows:

1. Section 2 Services of the Original ILA is hereby amended to read as follows:

Services. The Fire District agrees to furnish fire protection services, and such other usual and customary services as are provided within the Marysville Fire District boundaries, to and on all Library District owned and leased real and personal property which presently is the

Administrative and Service Center Building located at 7312 35th Ave NE, Marysville, WA 98271 and Marysville Library located at 6120 Grove Street, Marysville 98270. 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.

2. **Section 3 of the Original ILA is hereby amended to read as follows:**

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 at a rate of \$0.50/\$1,000 applied to current year assessed value of the Library District's Administrative & Service Center; 7312 35th Ave NE, Marysville, WA 98271 and the Marysville Library located at 6120 Grove Street, Marysville 98270. The Fire District will 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. For the 2020 payment only, the Fire District will include those prorated portions of assessment on the Marysville Library location for services rendered after creation of the regional fire authority, specifically October 1, 2019 through December 31, 2019.

Except as provided herein all other terms of the Agreement shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, Marysville Fire District have signed this Agreement.

Sno-Isle Intercounty Rural Library District MARYSVILLE FIRE DISTRICT



Lois Langer Thompson, Executive Director



Martin McFalls, Fire Chief