

**INTERLOCAL AGREEMENT  
RE: WELLNESS SERVICES**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into this 20<sup>th</sup> day of October, 2020, by and between South Snohomish County Fire & Rescue RFA ("SSCF&R") and Marysville Fire ("Agency").

**WHEREAS**, Chapter 39.34 RCW is entitled "Interlocal Cooperation Act," the purpose of which, in general, is to permit local governments to cooperate and form agreements with one another on the basis of mutual advantage;

**WHEREAS**, pursuant to written agreement, the SSCF&R currently allows Greg Lind ("Lind") to perform services required by Article 16.4 of SSCF&R's Collective Bargaining Agreement ("Wellness Services") to SSCF&R employees at SSCF&R's premises;

**WHEREAS**, Lind desires to perform similar Wellness Services for employees of Agency; and

**WHEREAS**, the District is agreeable to allowing Agency's employees to receive Wellness Services from Lind at the District's premises according to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is provide for the terms that will allow Lind to perform Wellness Services for Agency's employees at SSCF&R's headquarters (the "Premises").
2. **Compensation.** Agency shall pay SSCF&R for the use of Premises at the following annual rate:

No. of Employees undergoing Wellness Services Per Year	Annual Fee
50 or fewer	\$500
51 – 100	\$1000
101 – 150	\$1500
151 – 200	\$2000

SSCF&R will bill Agency on an annual, calendar year basis. The first invoice will be prorated if this Agreement takes effect on any day other than January 1. Invoices shall be due and payable within thirty (30) days from date of invoice.

3. **Independent Contractor.** The parties acknowledge that Lind is an independent contractor and is not an employee, partner, or agent of SSCF&R. Nothing in this Agreement is intended to modify the relationship between Lind and SSCF&R. As such, SSCF&R makes no representations or warranties concerning or related to the services provided by, acts, or omissions of Lind. Agency's employees participate in the Wellness Services conducted by Lind at their own risk as to SSCF&R.

4. **Hold Harmless.** To the extent permitted by law, Agency shall release, indemnify, defend, and hold harmless SSCF&R, its agents, volunteers, employees, and officers from any and all claims, demands, losses, damages, costs, or liability arising out of the performance of this Agreement, including but not limited to bodily injury or death to persons and damage to property, whether by act or omission of Agency's agents, volunteers, employees, or officers, or by Lind, his agents, or employees.
5. **Insurance.** For the duration of this Agreement, Agency shall maintain its membership with the Washington Cities Insurance Authority (WCIA), which provides liability protection for the Agency. Agency shall provide a letter of coverage to SSCF&R showing proof of Two Million Dollars of coverage.
6. **Term of Agreement.** The term of this Agreement shall commence upon execution by all parties hereto and recordation of the same with the Snohomish County Auditor. This Agreement shall continue on a month to month basis. Either party may terminate this Agreement by giving the other party at least twenty (20) days' advance written notice of termination prior to the end of the month. This Agreement shall automatically terminate in the event of termination of the Agreement between Lind and SSCF&R. In the event of termination on a date other than December 31, the annual fee for the year shall be prorated.
7. **Notices.** All notices, demands, requests, consents, and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if mailed in the United States mail and sent by certified mail, return receipt requested and postage prepaid to the party at its main office. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original document.
8. **Amendment.** This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.
9. **No Third Party Beneficiary.** 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, including but not limited to Lind.
10. **Recording.** Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Snohomish County Auditor immediately after execution by all parties hereto.
11. **Governing Law.** This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action venue shall lie exclusively in Snohomish County, Washington.
12. **Entire Agreement.** The entire Agreement between the parties hereto is contained in this Agreement and this Agreement supersedes all of their previous understandings and Agreements, written and oral, with respect to this transaction.

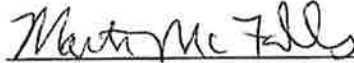
IN WITNESS WHEREOF, this Agreement is duly executed as follows:

**SOUTH SNOHOMISH COUNTY  
FIRE & RESCUE RFA**

Marysville Fire Dist.



\_\_\_\_\_  
Fire Chief



\_\_\_\_\_  
City Manager/Fire Chief