

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARYSVILLE
AND
THE MARYSVILLE FIRE DISTRICT REGIONAL FIRE AUTHORITY
FOR THE PROVISION OF CERTAIN EMERGENCY MANAGEMENT SERVICES**

This Interlocal Agreement for the Provision of Certain Emergency Management Services is entered into by and between the City of Marysville, a municipal corporation of the State of Washington (the "City"), and the Marysville Fire District Regional Fire Authority, a municipal corporation of the State of Washington (the "District") for the purpose of providing certain emergency management services.

RECITALS

WHEREAS, the City operates an Emergency Operation Center (EOC), located at 4123 71st Ave NE, Marysville WA (TPN 29050200206500), which is designed to coordinate and support disaster and emergency response activities; and

WHEREAS, the District operates Fire Station 66, located at 7217 40TH Street NE, Marysville, WA (TPN 29050200206600), which is adjacent to the EOC; and

WHEREAS, the City and the District desire to utilize portions of Station 66 to provide supplemental services for the EOC, as further described herein; and

WHEREAS, it is in the public interest for the Parties to provide coordinated emergency management services; and

WHEREAS, this Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW,

NOW, THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

1. Purpose.

A. The recitals set forth above are incorporated herein by this reference.

B. The purpose of this Agreement is to establish the parameters of the City's use of Station 66 in providing supplemental support for an activated EOC in the event of an emergency. For the purposes of this Agreement, "emergency" shall be considered an event or disaster that reasonably necessitates a coordinated response and provision of emergency services among various agencies, and shall include but not be limited to: earthquakes, floods, epidemics, landslides, terrorist attacks, or fires.

2. Term.

The term of this Agreement shall be from April 15, 2022 to April 15, 2023, and shall automatically renew for an additional one year term upon the termination of the original term or any subsequent automatic renewal term, unless Terminated prior in accordance with this agreement.

3. Termination.

Either Party may terminate this Agreement for any reason upon 30 days written notice.

4. Emergency Management Services.

A. Joint Information Center. The District will allow the City to utilize the training room of Station 66 as a Joint Information Center ("JIC") in the event of a declared emergency for which the EOC is activated. The JIC will provide a location where representatives from the City, the Department, and other agencies and stakeholders can meet in the event of an emergency, so that such representatives can share information amongst themselves and provide accurate and consistent communication to the public.

B. Radio Systems. The District agrees to make available to the City certain Station 66 facilities to provide radio support for the EOC when activated for a City declared emergency. The parties contemplate that such use will include the following:

The City may use a portion of the Station 66 Main Entry Office, as directed by the District, for the installation and operation of radio equipment. The Parties anticipate that such use will be confined to a single work station, and include a desktop computer, phone, and radio equipment enclosed in a radio rack case.

- i. The Parties anticipate that the radio equipment will necessitate the installation of additional antenna on the roof of Station 66, which installation shall be done at the cost of the City. The method of installation shall be identified by future written agreement of the Parties hereto.
- ii. All work contracted for or performed shall be at the approval of and at the sole discretion of the District.
- iii. Any modifications or repairs required as a result of the installation, or required for operational effectiveness, or necessitated for other reasons, shall be at cost of the City.

C. Parking. The Parties anticipate that the media and other community stakeholders may desire access to the JIC in the event of an emergency, so as to receive direct communication from JIC representatives. The District will therefore use reasonable efforts during a JIC activation due to a City declared emergency to ensure adequate parking for such media and stakeholders, which efforts and methods shall remain within the District's discretion.

D. Other Uses. In the event the City requests use of Station 66 for similar needs but lacking a declared emergency or activated EOC, the District, at its sole discretion, may allow such activity to take place. Such activities shall be in accordance and in compliance with the parameters for use as identified within this agreement.

E. Access. Access to Station 66 shall be solely controlled by the District. This agreement does not provide nor infer unrestrained access to Station 66 by anyone not specifically authorized by the District in accordance with its own policies and practices.

5. Costs.

Each Party shall be responsible for its own costs in performing its respective duties as contemplated by this Agreement.

6. Property Ownership.

The property of each respective Party that is used in the performance of this Agreement shall remain that Party's property upon termination of this Agreement. For the purpose of illustration and not to limit the foregoing, the radio equipment and antenna provided by the City shall remain the City's property. Any property owned by the City that is housed at the District's facility shall be covered exclusively by the City's insurance. In the event of loss or damage to said property, the District's insurance shall not contribute. No liability for damage to the aforementioned property shall attach to the District by virtue of this Agreement.

7. Public Disclosure Laws.

The City and the District each acknowledge, agree and understand that the other Party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, Chapter 42.56 RCW. Each Party understands that records related to this Agreement and the Parties' performance as contemplated by this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

8. Insurance.

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance, or lack thereof, of insurance and/or self-insurance shall not limit either Party's potential liability to the other as contemplated by Section

Each Party shall provide the other with a certificate of insurance or letter of self-insurance as the case may be upon request.

9. Indemnification.

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or 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 District in performance of this Agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the 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 City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the District, its elected or appointed officials, officers, employees or agents.

10. Administrators.

Each Party to this Agreement shall designate an individual (an "Administrator") to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

Marysville Fire District Regional Fire Authority

Darryl Neuhoff
1094 Cedar Ave
Marysville, WA 98270

City of Marysville

Sarah LaVelle
1049 State Ave.
Marysville, WA 98270

Either Party may change its Administrator at any time by delivering written notice of such change, in accordance with Section 10.

11. Notices.

Any written notice as required by this Agreement shall be provided to the respective Administrator identified in Section 9. Receipt of any notice shall be deemed effective three (3) days after deposit in the U.S. mail with proper postage and address.

12. Venue.

This Agreement shall be governed by the laws of the State of Washington, with venue being in Snohomish County.

13. Disputes.

The Parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

14. No third party beneficiaries; no joint venture.

This Agreement is for the sole benefit of the City and District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. Each respective Party's employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of such Party.

15. Entire Agreement.

This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

16. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

17. Filing.

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each Party.

18. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

19. Authority to Bind Parties and Enter Into Agreement.

The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

20. Effective Date.

April 15, 2022.

City of Marysville

Marysville Fire District Regional Fire Authority




Jon Nehring, Mayor




Fire Chief

ATTEST:

ATTEST:




City Clerk, Deputy



Board Secretary

Approved as to Form:

Approved as to Form:



City Attorney



District Attorney