INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF EDMONDS AND
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1
REGARDING CLASSES

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the **CITY OF EDMONDS** (the "City") and **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1** (the "District"), both municipal corporations organized under the laws of the State of Washington (collectively, the "Parties").

RECITALS

WHEREAS, Chapters 39.33 and 39.34 RCW permit agencies to enter into agreements to engage in cooperative activities on municipal property; and

WHEREAS, the District has historically conducted CPR/First Aid classes for members of the community; and

WHEREAS, the District is willing to provide CPR/First Aid classes and other mutually agreeable classes on the terms and conditions herein.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Classes**. The District agrees to conduct CPR/First Aid classes and other mutually agreeable classes in cooperation with the City. The Parties shall agree on the subject matter and the dates for such classes in advance.

2. **Fee**. The City shall pay the District a fee for each student attending a class. The District will set this fee quarterly by giving notice to the City prior to publishing the recreation brochure. The fee shall be paid to the District regardless of whether the student actually attends the class. The fee shall be due and payable to the District 30 days after the class roster is turned into the City. The City may charge an administrative fee in addition to the District's fee.

2.1 Any class which does not have a minimum number of students as mutually agreed between the District and City shall be cancelled, or rescheduled.

3. **District Obligations**. The District shall provide instructors, materials, and equipment necessary to conduct the class.

4. **City Obligations**. The City shall be responsible for all administrative aspects of scheduling and advertising for the class, enrolling the students, collecting fees from the students, and remitting the appropriate fee to the District.

5. **Effective Date and Term**. This Agreement shall be become effective immediately upon execution by the Parties and filing with the Snohomish County Auditor or posting

#6820
CON-5-90-1
5-24-16 to 11-24-16

Parks

on the website for either party or other electronically retrievable public source as required by RCW 39.34.040. This Agreement shall be of indefinite duration, but may be terminated by either party according to its terms.

6. **Termination.** Either party may terminate this agreement with 90 days advance written notice.

7. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Snohomish County Superior Court.

8. **No Employment Relationship Created.** The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the City and the District.

9. **No Entity Created.** The Parties agree that nothing in this Agreement shall be construed to create a separate legal or administrative entity between the City and the District.

10. **Administration.** This Agreement shall be administered jointly by the City and the District under the supervision of the Parks, Recreation and Cultural Director of the City and the Assistant Chief of Prevention of the District.

11. **Notices.**

Notices to the City shall be sent to the following address:

City of Edmonds
Attn: Parks, Recreation and Cultural Director
121 5th Avenue, North
Edmonds, WA 98020

Notices to the District shall be sent to the following address:

Snohomish County Fire Protection District No. 1
Attn: Assistant Fire Chief of Prevention
12425 Meridian Avenue S
Everett, WA 98208

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this 24 day of May, 2016.

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1

Brad Reading, Interim Fire Chief

ATTEST:

Amanda Thompson, Executive Assistant

APPROVED AS TO FORM:

District Attorney

CITY OF EDMONDS

David O. Earling, Mayor

ATTEST:

Scott Passey, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney