

FIRE SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 4 (“District”), and the City of Snohomish (“City”).

RECITALS

1. The City is annexed into the District and receives fire protection and emergency medical services from the District in accordance with the District’s established Level of Service Policy.
2. The District and the City are public agencies as defined by Ch. 39.34 of the Revised Code of Washington (“RCW”), and are authorized to enter into interlocal agreements on the basis of mutual advantage and to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and
3. The District maintains a professional fire and life safety division that regularly performs administration of the fire code and conducts inspections, plan reviews, and/or fire investigations “Fire Marshal Services;” and
4. The District has staffing sufficient to support the City in the provision of Emergency Management Services “Emergency Management Services”; and
5. District has statutory authority to provide Fire Marshal Services pursuant to RCW 52.12.031.
6. The City desires to use District’s Fire Marshal Services and Emergency Management Services to assist the City in managing the City’s responsibilities under Washington State Law; and

AGREEMENT

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between District and the City as follows:

1. Definitions.

- 1.1. **City Point of Contact.** The city representative designated in writing by the City’s CEO to be the primary contact with the District Fire Marshal and Fire Chief.
- 1.2. **Fire Chief.** The appointed Fire Chief of District.
- 1.3. **Fire Marshal.** The Fire Marshal designated by District to be the responsible official for providing the Fire Marshal Services.

2. Fire Marshal Services. It is the purpose of this Agreement to establish the framework to allow District to perform the following services as required by the City to fulfil its statutory obligations to provide such services to its citizens.

2.1. Community Risk Reduction Services. The District agrees to perform Fire Prevention Services for the City as follows:

2.1.1. Community Risk Reduction Services as outlined in **EXHIBIT A.**

2.1.2. Designation of Fire Chief and Fire Marshal. For the purposes of enforcement of federal, state, and City laws relating to the provision of the Fire Marshal Services and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of Fire Marshal Services, the City hereby designates the Fire Chief of District as the City's Fire Chief, and District's Fire Marshal as the City's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of District and District shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

2.1.3. All records relating to the provision of Fire Prevention Services, including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT D.**

2.2. Fire Investigation Services. The District agrees to perform Fire Investigation Services for the City either directly or through Snohomish County or another third party as follows:

2.2.1. Fire Investigation Services as outlined in **EXHIBIT B.**

2.2.2. All records relating to the provision of Fire Investigation Services in the City, including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT D.**

3. Emergency Management Services.

3.1. Emergency Management Support and Consultation. The City shall remain responsible for providing Emergency Management Services in the City. The District shall provide staffing support and consultation in the implementation of Emergency Management Services as specified in **EXHIBIT C.**

3.2. All records relating to the provision of Emergency Management Services in the City, including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT D.**

4. Compensation.

4.1. Fire Marshal Services. In consideration of this Agreement and the services provided, the City will compensate District as follows:

4.1.1. The Fire District shall establish an hourly rate reflecting actual cost of service based on the fully burdened rate for the personnel providing the services for fire prevention, permit services and pre-construction review and other services as provided to the City of Snohomish by the Fire District staff. The District shall invoice the City on a quarterly basis and the City shall pay such invoices within 30 days of receipt.

4.1.2. The hourly rate will adjust each year based on adjustments to the personnel costs identified in Section 4.1.1.

4.1.3. The City may adopt a fee schedule to recover said fees charged to the City under this Section.

4.1.4. Invoices delivered under this Section shall be payable within 30 days of receipt and unpaid balances shall accrue interest as specified by chapter 39.76 RCW until paid in full.

4.2. Fire Investigation Services. The District shall not charge the City for such services during any period in which the Services are provided by Snohomish County. If the District begins providing the Services directly or through another third party, the City and the District agree to negotiate a reasonable fee for such Services and if such agreement cannot be reached, the City may provide its own Fire Investigation Services.

4.3. Emergency Management Services. The District currently provides the City with the use of an EOC facility in consideration of the mutual benefits to the citizens of the District and the City. Each agency provides its own computers, IT, audio visual, voice, and other hardware software. In the future the City may construct a new EOC. The District and City will work together to train and plan for disasters. They will work cooperatively to manage disasters. If the District supplies services during a disaster, planning for a disaster, or training that is outside its normal scope, the City will reimburse the District for its true and actual costs.

5. Administration of Agreement. To carry out the purpose of this Agreement, a two-person board is hereby created to administer this Agreement (“Administrative Board”). The Administrative Board shall consist of the Fire Chief for the District and the City CEO. The Administrative Board shall meet no less than one time per year to discuss the performance of the obligations of District and the City pursuant to this Agreement. The Administrative Board may, at its discretion and by mutual agreement, develop policies and procedures to aid in the implementation of this Agreement.

6. Communications. The Fire Marshal will use reasonable efforts to keep the City’s Point of Contact informed and apprised of problems and/or circumstances arising from the

provision of Fire Marshal Services. The City's Point of Contact will use reasonable efforts to keep the Fire Marshal informed and apprised of circumstances within the City's jurisdiction that impact or affect the Fire Marshal Services.

7. **Fire Code Administration/Standardization.** The City is responsible for adopting the Washington State Fire Code as amended by the City. The City's local code amendments shall be adopted in consultation with the Fire Marshal. District provides Fire Marshal Services to multiple Cities and is working with each City to standardize the adoption, review, and enforcement of the Fire Code on a regional basis. The City agrees to work with District to adopt Fire Code and design standards that are consistent and uniform across the jurisdictions served by District.
8. **Fire Code Enforcement.** Subject to the Fire Marshal's role as defined in Exhibit A, the City shall be responsible for taking any action to enforce the provisions of the City's adopted Fire Code. The City shall be fully responsible for bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the City's Fire Code and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. District employees and agents that provide the Fire Marshal services will cooperate with and be available for all City enforcement actions.
9. **Term.** This Agreement shall become effective on the date the City and the District have both executed this Agreement and the separate Property Transfer Interlocal Agreement. This Agreement shall remain in full force and effect until the Agreement is terminated in accordance with Section 10.

10. Termination.

- 10.1. Termination by Notice. Either party may terminate this Agreement by providing the other party with 365 days advance written notice of an intent to terminate or renegotiate. If the Notice is requesting renegotiation the parties must reach agreement on the renegotiated terms within 180 days of the Notice or the Agreement will terminate on the 365th day following the Notice. In the event either party terminates this Agreement, the parties agree that the Property Transfer Interlocal Agreement between the parties shall be opened up for mutual renegotiation or shall also be subject to termination on the date this Agreement is terminated.
- 10.2. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.
- 10.3. Termination for Breach. District may terminate this Agreement with fourteen (14) days advance written notice upon the failure of the City to make payments as required by this Agreement. The City may terminate this Agreement upon fourteen (14) days advance written notice in the event District fails to provide services as required in this Agreement. Prior to termination for Breach, the party claiming breach must provide written notice to the breaching party stating the basis

of the breach and the party receiving notice shall have 14 calendar days in which to cure the breach before Notice of Termination can be provided.

- 10.4.** The termination of this ILA under any of the above provisions shall not relieve the District or its successors from providing services to its designated service area as required by State Law.

11. Indemnification and Hold Harmless.

11.1. City agrees to defend, indemnify, and hold harmless District and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by the City or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the City or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.

11.2. District agrees to defend, indemnify, and hold harmless the City and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by District or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by District or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

11.3. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

- 12. Insurance.** District and the City shall carry and maintain, for the duration of this Agreement, general liability, automobile liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington.

13. Dispute Resolution. Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.

13.1. Mediation. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

13.2. Arbitration. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Snohomish County Superior Court, Snohomish County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

13.3. Judicial. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Snohomish County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

13.4. Final Remedy. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

14. Miscellaneous.

14.1. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any jointly owned property to carry out the purposes of this Agreement. Any property owned by District shall remain the property of the District and any property owned by the City shall remain the property of the City.

- 14.2. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- 14.3. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Provided however in the event of a consolidation of services of District with another fire protection and emergency medical service provider this Agreement may be assigned to the consolidated entity without further consent of the City.
- 14.4. Non-Exclusive. The parties recognize that District may enter additional interlocal agreements with other government agencies for the performance of the work called for in this Agreement. The parties also recognize that District may become a party to an interlocal agency in conjunction with other Snohomish county municipalities for the purpose of performing the work called for in this Agreement. The City agrees that by signing this Agreement, the performance of the work called for in this Agreement may be performed by an interlocal agency in which District is a party, and that personnel who are employed by jurisdictions other than the District which are a party to that other interlocal agreement may perform the work called for in this Agreement; provided that all other terms of this Agreement shall apply to the performance of the work in the City.
- 14.5. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.
- 14.6. Compliance with Laws. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 14.7. Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

- 14.8. Amendments. The Fire Chief and the City CEO may agree to amendments of the Exhibits without obtaining further approval from District's or the City's legislative bodies.
- 14.9. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 14.10. Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.
- 14.11. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

City of Snohomish:

Snohomish County Fire Protection District No. 4:

By: Linda Redmon

By: Donald D. Waller

Print Name: Linda Redmon

Print Name: Donald D. Waller

Its Mayor

Its Fire Chief

DATE: July 18, 2023

DATE: 3-14-23

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

EXHIBIT A

ILA EFFECTIVE DATE July 18th, 2023

SCOPE OF COMMUNITY RISK REDUCTION SERVICES

1. Land Use, Special Event, Building, Fire Plan Review and Permit Inspections

- 1.1. District shall verify fire and life safety code compliance of the Washington State Building Code, Existing Building Code, Fire Code, Residential Code, and Wildland Urban Interface Code including any locally adopted amendments, codes, and/or standards by the City.
- 1.2. District shall conduct plan reviews on all Land Use, Special Event, Building, Fire Protection, and other related applications to the City for development.
- 1.3. District and each of its employees, officials, agents, and volunteers as identified by the Fire Marshal shall be granted access to the City's software used for permitting, plan review and inspection.
 - 1.3.1. District may elect, for the purpose of efficiency, to purchase and maintain its own permitting, plan review and inspection software. At the point that District establishes its own software, the City agrees to upload all necessary applicant information, documents and related files to the District software.
- 1.4. District shall be notified in a mutually agreed upon manner of pending plans due for review. Once notification is given, District agrees to complete plan review within 14 business days of receipt from the City's permit coordinator.
- 1.5. District Fire Marshal personnel shall be available, with reasonable notice, for both in-person and virtual pre-application and pre-construction conferences.
- 1.6. District shall conduct field inspections of new construction, development, and events as required by the Washington State Fire Code and its referenced standards.
 - 1.6.1. District shall be notified by the applicant, contractor, or other responsible party when permitted work is ready for inspection. Inspection requests shall be placed directly to District, by phone or email, with a minimum of forty-eight (48) hours notice from the requested inspection date.

2. Annual Fire Safety Inspections of Businesses and Related Occupancies

- 2.1. District shall provide annual fire safety inspections of business and target hazard occupancies within the corporate limits of the City.
 - 2.1.1. A fire safety inspection shall be conducted for each commercial civic address, building, suite, and building shell and/or common space (when applicable).
 - 2.1.2. District shall be responsible for transmission of the completed annual fire safety inspection report to the owner, the owner's authorized agent, operator, occupant or other responsible person.
- 2.2. District shall issue state mandated operational permits, when required, during the annual fire safety inspection. Once issued, District shall renew operational permits during the annual fire safety inspection.

2.3. During the first year of annual fire inspection and operational permitting, the City may elect to pay to District the fees referenced in Section 4: Tables A and B, invoiced to each business. District shall invoice the City on a quarterly basis.

3. Fire Investigation Services

3.1. District shall provide fire investigation services to all in-district Cities. District may elect to use a combination of District qualified personnel and interlocal agreement with Snohomish County Fire Marshal's Office to provide fire investigation services.

3.1.1. When fire investigation services are provided under ILA by Snohomish County Fire Marshal's office, all expenses shall be billed to District.

3.2. It shall be the responsibility of the out-of-district City and/or its fire district having jurisdiction to provide and/or contract for fire investigation services.

4. Public Fire and Life Safety Education

4.1. District shall provide to its in-district Cities public fire and life safety education programs.

4.1.1. Programs provided by District shall be at the discretion of District based on current Community Risk Assessment, staffing, and program funding.

4.2. It shall be the responsibility of the out-of-district City and/or its fire district having jurisdiction to provide public fire and life safety education.

4.2.1. District, based on the availability of funding and resources, at the discretion of the City and fire district having jurisdiction, may provide and/or assist with public fire and life safety education programs.

5. Qualifications and Training of Personnel

5.1. Fire Code Enforcement: Personnel with primary fire code enforcement duties shall hold the following certifications and designations as appropriate for their rank and position.

5.1.1. Required:

5.1.1.1. ICC Fire Inspector I

5.1.1.2. ICC Fire Inspector II

5.1.1.3. ICC Fire Plans Examiner

5.1.1.4. ICC Certified Fire Marshal

5.1.2. Optional:

5.1.2.1. CPC Fire Marshal

5.1.2.2. ICC Fire Code Specialist

5.1.2.3. NFPA Certified Fire Protection Specialist

5.1.3. Temporary Personnel:

5.1.3.1. District may assign personnel temporarily to fire code enforcement duties. All temporary personnel shall receive fire code enforcement training as approved by the Fire Marshal prior to engaging in code enforcement duties.

5.2. Fire Investigation: Personnel with primary fire investigation duties shall hold the following certifications as appropriate for their rank and position. (Note: District

contracts with Snohomish County Fire Marshal's Office for Fire Investigation Services. Qualifications of SCFMO personnel is determined by SCFMO.)

5.2.1. Required:

5.2.1.1. IAAI Fire Investigation Technician

5.2.1.2. IAAI Certified Fire Investigator

5.2.1.3. IFSAC Certified Fire Investigator

5.2.2. Optional

5.2.2.1. NFA Fire Investigation for First Responders

5.3. Public Fire and Life Safety Education: Personnel with primary public fire and life safety education shall hold the following certifications and qualifications as appropriate for their rank and position.

5.3.1. Required:

5.3.1.1. IFSAC Fire and Life Safety Educator

5.3.2. Optional

5.3.2.1. AHA BLS Instructor

5.3.2.2. NFA Youth Firesetter Intervention Specialist

5.3.2.3. SafeKids Worldwide Child Passenger Seat Technician

5.4. Continuing Education and Training

5.4.1. Fire code enforcement personnel shall be provided a minimum of sixteen (16) hours of related continuing education training per year to meet Washington Survey and Rating Bureau (WSRB) and International Code Council (ICC) training and recertification requirements.

5.4.2. Fire investigation personnel shall be provided a minimum of eighty (80) hours of related continuing education over a five (5) year period to meet International Association of Arson Investigators (IAA), WSRB, and Washington State Patrol (WSP) recertification requirements as applicable.

5.4.3. Public fire and life safety personnel shall be provided a minimum of sixteen (16) hours of related continuing education training per year to meet WSRB training requirements.

6. Annual Report

6.1. District shall provide to the City an annual fire marshal services report consisting of the annual program appraisals for each Fire Marshal Service program provided to the City. The annual fire marshal services report shall be provided by no later than April 1st of each year.

7. Fire Hydrant Inspections. The City agrees to adopt a hydrant inspection system to meet the WSRB requirement for flow testing for all hydrants located in the City within 3 years of the effective date of this Agreement. The City will allow the District to develop and implement such a system for the City hydrants and yearly operational testing.

EXHIBIT B

FIRE INVESTIGATION SERVICES

1. **Services Provided to City.** The District shall provide the following Fire Investigation Services to the City:
 - a. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, collect and protect evidence, arrest and transport suspects, cooperate with prosecutors, file cases in court, be available for interviews and courtroom testimony, and other associated duties.
 - b. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of \$10,000 or more.
 - c. Coordinate arson investigation activities with the City Police Department as necessary.
 - d. Identify juvenile fire setters and coordinate intervention and counseling.
 - e. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
 - f. Participate in regional and state fire investigative organizations and activities.
 - g. Perform all other tasks related to providing Fire Investigation Services.
2. **Inform Police Chief.** The Fire Investigation Services Division shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.
3. **Fire Investigation Services Dedicated to City.** Fire Investigation Services staff will be directly supervised by the District's Fire Marshal/Fire Code Official who also supervises the Fire and Life Safety Division.
 - a. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Fire Investigation Services Division for services within the City or as a result of the provision of Fire Investigation Services within the City shall be the sole property of the City and payable to the City. The District shall establish a standard procedure for charging and collecting fees and charges as directed by the City's Finance Department and shall immediately transmit all such money collected to the City.

EXHIBIT C

ILA EFFECTIVE DATE July 18th, 2023

EMERGENCY MANAGEMENT SERVICES

1. The City and the Fire District recognize their crucial role in disaster preparedness and response to the community. City and Fire District Staff will continue to partner in joint, multi-discipline disaster planning, preparation and training.
2. The Fire District agrees to continue coordinating and maintaining the Emergency Operations Center (EOC) at Headquarters Station #43 for all local and regional disaster events until a new EOC is constructed at the new facility.
3. Equipment, planning and communications costs to provide emergency operations and coordination to each respective jurisdiction will be borne by the City for City-specific needs and the Fire District for its specific expenditures. EOC equipment purchased that benefits both jurisdictions' operations may be cost shared when both parties agree.
4. Food and housing costs associated with operating the EOC and maintaining EOC staff in local or regional events involving both jurisdictions shall be shared by both parties.

EXHIBIT D

RECORDS MANAGEMENT

1.1. Record Ownership.

- (a) District records “District Records” shall include:
 - (i) all records prepared, owned, used, or retained by the District related to the performance of its statutory and contractual duties.
 - (ii) all City Records actually received by the District pursuant to this Interlocal Agreement.
- (b) City records “City Records” shall include:
 - (i) All records prepared, owned, used or retained by the City in relation to fire prevention, fire investigations and emergency management services provided by the District to the City.
- (c) The parties recognize that physical custody of District Records or City Records is not determinative of whether the records are District Records or City Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act.

1.2. Records Custodian. Except as provided below, the District will be the primary record custodian of all District Records. The City will be the primary custodian of all City Records.

1.3. Requests for Records. The parties recognize that some City Records will be in the custody of the District and some District Records will be in the custody of the City. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or the District. The method set forth in this exhibit shall serve only as a guideline and may be altered from time to time as necessary.

- (a) In the event the one party receives a public record request, subpoena or other request for that party’s Records in the custody of the other party, the following process shall be followed:
- (b) The party receiving the request “Receiving Party” will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.

1.4. The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as

directed by the Receiving Party. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.

- 1.5. The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- 1.6. It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.