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INTERLOCAL AGREEMENT FOR REGIONAL WILDLAND FIREFIGHTING EQUIPMENT & TRAINING

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the City of Lynnwood, a municipal corporation (hereinafter "COL"), and its regional partners, Snohomish County Fire Protection District #1 (hereinafter "SCFD1") and the City of Mukilteo, a municipal corporation ("City"), (individually a "Party" and collectively the "Parties") for the purposes set forth below.

I. Purpose

To establish an Interlocal Agreement between the Parties to provide Wildland firefighting equipment, personal protective equipment, training, and improve standardization throughout the region.

The Parties accept and agree to abide by the terms and conditions of the grant, FEMA Assistance to Firefighters Grant #EMW-2015-FR-00073, as set forth in this document. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

il. Recitals

WHEREAS, RCW 52.12.031(3) encourages fire districts to contract with one another and with other governmental entities in order to consolidate and regionalize services, partially, so that economies of scale and service efficiencies can be achieved; and

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; and

WHEREAS, multiple efficiencies and enhanced services could be realized by a partnership in Wildland Firefighting equipment and training, serving both Jurisdictions, and in establishing common protocols, training and standard operating procedures; and

WHEREAS, City of Lynnwood has been awarded a grant ("Grant") from the FEMA Assistance to Firefighters Grant funding a combined, regional Wildland Firefighting Training program ("Wildland") for South Snohomish County;

NOW, THEREORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

III. Definitions

Regional Partners – refers to the fire service agencies Snohomish County Fire District #1 and Mukilteo Fire Department.

Equipment - refers to wildiand firefighting hose, nozzles, clamps, hand tools, chainsaws, harnesses and PPE, as allowed by the FEMA Regional Assistance to Firefighters Grant (AFG).

IV. Background to the Assistance to Firefighters Grant Program

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The primary goal of the Assistance to Firefighters Grants (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated Emergency Medical Services (EMS) organizations, and State Fire Training Academies (SFTA) for critically needed resources to equip and train emergency personnel to recognized standards, enhance operations efficiencies, foster interoperability, and support community resilience.

IV. Responsibilities of COL

As the host and lead for the FEMA Regional FY2015 Assistance to Firefighters award, grant number EMW-2015-FR-00073, LFD will:

- a. Oversee the grant implementation and coordinate with grantor.
- b. Act as the fiscal agent for the grant including:
 - 1. Arrange payment to vendor,
 - 2. Prepare and submit fiscal and program reports for grantor,
 - 3. Audit and track grant funds and deliverables
- Manage grant activities including, but not ilmited to, project and fiscal reports for grantor.
- d. Coordinate with the Regional Partners throughout the grant term.
- e. Coordinate procurement of the equipment.
- Procure the equipment in compliance with Federal procurement policies and requirements.
- g. Deliver equipment to the Regional Partners.
- h. Abide by the FEMA Regional AFG FY2015 Grant Assurances.

V. Responsibilities of Regional Partner

As Regional Partners, SCFD1 and MFD will:

- a. Provide inventory tracking, operational readiness and maintenance of its equipment and supply written verification on or before any established deadlines, and/or as requested by COL, in accordance with grant requirements.
- b. Provide the following assigned liaison(s):
 - <u>Project Lead:</u> primary point of contact, responsible for coordinating equipment installation for own Agency.
 - Fiscal Lead: contact responsible for accounting, fiscal reporting and payments (if applicable).
- c. Provide its cost share of 10% for its portion of wildland firefighting and PPE equipment, and training as outlined in Exhibit B.
- d. Assume liability for loss, damaged, and/or destruction of its equipment and may be required to replace (at own Agency expense) such equipment.
- e. Apply for title, register, and insure its share of equipment.
- f. Promptly provide any additional documentation to COL as requested that may be necessary in connection with the grant.
- g. Promptly return any and all equipment that is received in error to the COL Project Lead.
- Maintain a record log of equipment and inventory tracking, in accordance with grant requirements.
- Maintain all equipment and grant records, flles, and supporting documentation in the event of an audit for three years after the official closeout as notified by CQL.
- Abide by the FEMA Regional AFG FY2015 Grant Assurances.

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VI. <u>Duration of the Interlocal Agreement</u>

a. This ILA shall terminate when all AFG Program obligations requiring action by COL has been completed including receiving all required documentation from the Regional Partners prior to the closeout of the AFG Program grant.

Records are required to be maintained by all parties in the event of an audit for three years after the official closeout as notified by COL.

VII. Entire Agreement; Amendments

This !LA, including Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. This ILA may only be amended by written agreement if approved in advance by all parties according to the grant terms and conditions.

VIII. Points of Contact

A list identifying each agency's Points of Contact shall be provided to and maintained by COL. Exhibit A indicates the initial points of contacts for each Regional Partner.

IX. Budget and Equipment Allocation

The budget for the equipment is based upon a signed Letter of Commitment with the Regional Partners and is attached as Exhibit B.

X. No Joint Venture

This ILA shall not create between the Agencies a joint venture, partnership, or any other relationship of association.

XI. No Grant of Agency

Except as the Agencies may specify in writing, no Agency shall have authority, expressed or implied, to act on behalf of the other Agencies in any capacity whatsoever as an agent. No Agency shall have any authority, express or implied, pursuant to this ILA, to bind the other Agency to any obligation whatsoever.

XII. Independent Contractor

in any parformance under this ILA, each of the parties' employees shall act as independent contractors in relation to the other parties and its employees. Nothing herein shall be construed as or deemed to create the relationship of employer/employee or principal/agent between the parties. Each party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage, and federal and state income tax withholding, including, but not limited to, the Federal income Tax (FIT), State Income Tax (SIT), Federal insurance Contributions Act (FICA), State

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Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that such party is required to make.

XIII. Indemnity

Each party hereto (hereafter "INDEMNIFYING PARTY") shall indemnify, defend and hold harmless the other parties, and their respective officers, agents and employees, from and against any and all losses, costs, damages, expenses, claims, suits, demands, or liability of any kind or character, including but not limited to reasonable attorney fees, to the extent arising from any negligent, reckless or intentional act or omission of the INDEMNIFYING PARTY, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with this iLA.

It is the intention of the parties that where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, subcontractors, and volunteers.

The indemnity provisions of this ILA shall survive the termination of this ILA.

XIV. Insurance or Self-Insurance

Each Agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this ILA, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and automobile liability adequate to cover its potential liabilities hereunder. Each Agency agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

XV. Authority to Enter into ILA

The persons executing this ILA on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this ILA on behalf of the entity for which they sign. Notwithstanding any provision to the contrary, this ILA shall not be effective until approved by Resolution by each Agency's governing body.

XIII. Federal & State Contracting Provisions

It is the contractor's responsibility to comply with all state and federal law in performing the tasks undertaken with respect to this contract. As applicable and required by Federal and State Law, the following provisions and references are included in this contract:

a. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 b. U.S.C. 1251 et seq.), as amended

Contractors and subcontracts of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations Issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seg.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) C.

Contractors who are awarded contracts of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Public Law 88-352, Title VI of the Civil Rights Act Of 1964(42 U.S.C. 2000d et seq.) (24 CFR Part 1)

The Contractor must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of The Rehabilitation Act, 1973. As Amended (29 U.S.C. 794)

The Contractor must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans With Disabilities Act (42 U.S.C. 12101, et seq.) f.

The Contractor shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Contractor in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58)

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The Contractor shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Contractor must also submit environmental certifications to the City of Lynnwood when requesting that funds be released for the project. The Contractor must certify that the proposed project will not significantly impact the environment and that the Contractor has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compilance performance.

- h. Executive Order 11990, May 24, 1977: Protection Of Wetlands (42 F.R. 28961 et seq.)

 The Contractor shall comply with Executive Order 11990. The Intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.
 - The Contractor, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the Contractor may take into account economic, environmental and other pertinent factors.
- I. Executive Order 11988, May 24, 1977: Floodplain Management (42 F.R. 26951 et seq)

 The Contractor shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the Contractor proposes to conduct, support or allow an action to be located in a floodplain, the Contractor must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the Contractor must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.
- j. The Wild And Scenic Rivers Act Of 1968, As Amended (16 U.S.C. 1271 et seq.)
 The Contractor shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals.
 Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

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k. Coastal Zone Management Act Of 1972, As Amended (16 U.S.C. 1451 et seg.)

The Contractor shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the Interests of national security.

The Endangered Species Act Of 1973, As Amended (16 U.S.C. 1531 et seq.) 1.

The Contractor shall comply with the Endangered Species Act of 1973, as amended. The Intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not Jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.

The Reservoir Salvage Act Of 1960, As Amended By The Archaeological And Historic Preservation Act Of 1974 (16 U.S.C. 469 et seq.)

Under the Reservoir Salvage Act, the Contractor must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the Contractor finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the Contractor must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.

The Archaeological And Historical Data Preservation Act Of 1974 (16 U.S.C. 469 a-1 et n. seq.)

The Contractor shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.

The Safe Drinking Water Act Of 1974, As Amended (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349)

The Contractor must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S.

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Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.

p. The Federal Water Pollution Control Act Of 1972, As Amended, Including The Clear Water Act Of 1977, Public Law 92-212 (33 U.S.C. Section 1251 et seq.)

The Contractor must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.

q. The Solid Waste Disposal Act, As Amended By The Resource Conservation And Recovery Act Of 1976 (42 U.S.C. Section 8901 et seq.)

The Contractor must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

r. The Fish And Wildlife Coordination Act Of 1958, As Amended (16 U.S.C. Section 661 et seq.)

The Contractor must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.

s. Relocation Assistance And Real Property Acquisition Policy, Chapter 8.26 RCW

The Contractor shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

t. State Environmental Policy Act (SEPA), Chapter 43.21 (C) RCW

The Contractor shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.

u. Noise Control, Chapter 70.107 RCW

The Contractor shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

v. Shoreline Management Act Of 1971, Chapter 90.58 RCW

The Contractor shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it

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includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.

w. State Building Code, Chapter 19.27 RCW; Energy Related Building Standards, Chapter 19.27A RCW; And Provisions in Buildings For Aged And Handicapped Persons, Chapter 70.92 RCW

The Contractor shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes.

The State Building Code Act provides for a uniform state building code and mandates countles, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

x. Open Public Meetings Act, Chapter 42.30 RCW

The Contractor shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

y. Law Against Discrimination, Chapter 49.60 RCW

The Contractor shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Agreement.

z. Governor's Executive Order 89-10, December 11, 1989: Protection Of Wetlands, And Governor's Executive Order 90-04, April 21, 1990: Protection Of Wetlands

The Contractor shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be

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contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

aa. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Contractor certifies that none of its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By accepting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Lynnwood. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to City of Lynnwood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

City of Lynnwood			
Scott Cockrum	7/5/2016		
F9F92F567EA442F	Date		
Fire Chief Title			
	V		
Snohomish County Ele	District #1		
	7 9071		
FARGE FIM	Third Date		
Title	2.42		
City of Mukliteo			
Gellyson	- 6.28.10 Date		
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EXHIBIT A POINTS OF CONTACT

REGIONAL PARTNER	LEAD POSITIONS	NAME	CONTACT NO.	EMAIL	
SNOHOMISH COUNTY FIRE DISTRICT #1	Project Lead	Brad Reading	425-561-1257	breading@firedistrict1.org	
	Fiscal	Kathleen Junglov	426-551-1244	kjunglov@firedistrict1.org	
	Documentation	Kathleen Junglov	426-551-1244	kjunglov@firedistrict1.org	
MUKILTEO FIRE DEPARTMENT	Project Lead	Chris Alexander	425-263-8150	calexander@mukilteowa.gov	
	Fiscal	Lila Robinson	425-263-8155	Lrobinson@mukliteowa.gov	
	Documentation	Lila Robinson	425-263-8165	Lrobinson@mukiiteowa.gov	
LYNNWOOD FIRE DEPARTMENT	Project Lead	Scott Cockrum	425-670-5301	scockrum@ci.lynnwood.wa.us	
	Fiscal	Misty Burton-Burke	425-670-5302	mburke@ci.lynnwood.wa.us	
	Documentation	Misty Burton-Burke	425-670-5302	mburke@ci.lynnwood.wa.us	

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EXHIBIT B BUDGET AND ALLOCATION OF EQUIPMENT AND TRAINING

REGIONAL PARTNER	DESCRIPTION	QUANTITY	AMOUNT
Snohomish County Fire District #1	Equipment	Up to 132	\$14,503.64
•	PPE	Up to 1106	\$177,559.64
Amounts Based on 66.66%	Training	Up to 200	\$40,000.00
	State Taxes		\$18,399.99
	Cost Share		\$23,072.00
Mukilteo Fire Department	Equipment	Up to 63	\$6922.19
	PPE	Up to 222	\$35640.36
Amounts based on 13.33%	Training	Up to 40	\$8000.00
	State Taxes	2 8 80 B N 18 18 18 18 18 18 18 18 18 18 18 18 18	\$3679.99
	Cost Share		\$4614.40
Lynnwood Fire Department	Equipment	Up to 47	\$5164.17
	PPE	Up to 332	\$53,300.00
Amounts based on 20.00%	Training	Up to 60	\$12,000.00
94	State Taxes		\$5520.00
	Cost Share		\$6921.60
Total Cost Share			\$34,608.00
Total Budget	1		\$380,690.00