

**INTERLOCAL COOPERATION AGREEMENT FOR
SQUILCHUCK DEFENSIBLE SPACE GRANT AND RELATED SERVICES
BETWEEN
THE CHELAN COUNTY NATURAL RESOURCES DEPARTMENT AND
CHELAN COUNTY FIRE PROTECTION DISTRICT #1**

This interlocal agreement (hereinafter, the “**Agreement**”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the Chelan County Natural Resources Department (hereinafter “**the County**”), a municipal corporation under the laws of the State of Washington, Chelan County Fire Protection District #1 (hereinafter “**CCFD1**”) in the Squilchuck Defensible Space Project Activity. This Agreement is effective July 6th, 2020.

RECITALS

1. Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities.
2. Chelan County applied for and received funds from the Fire Management Assistance Grant Program (“**FMAG**”), providing funding for defensible space and other wildfire remedial measures in the Squilchuck basin (“**Grant Project Area**”). The FMAG defensible space grant contract was signed effective July 6, 2020 and expires on March 3, 2022 (the “**Grant Contract**”).
3. The County desires to provide administration and management of the Grant Contract and associated responsibilities outlined in the Scope of Work and Budget, copies of which are attached to this Agreement as Exhibits A (Grant Contract), respectively, and incorporated herein.
4. CCFD1 from July 6, 2020, through March 3, 2022, desires to fulfill defensible space, outreach, and other responsibilities during the Grant Contract timeframe as provided herein.
5. The County desires to provide administration and management of the grant contract including reimbursement processing for all parties (CCFD1 and participating homeowners), quarterly reporting and other administrative responsibilities required within the grant contract, and those incorporated herein.
6. The County desires to contract with CCFD1 for certain activities including, but not limited to coordination, implementation, contracting and documentation of home-owner activities in fulfillment of project deliverables outlined in the grant contract, and those incorporated herein.
7. The County and CCFD1 each have the training, staff, and capabilities to carry out their respective duties set forth in this Agreement.

NOW, THEREFORE, in exchange for the mutual consideration of the terms, conditions, and covenants contained herein, the Parties AGREE as follows:

AGREEMENT

Section 1. Purpose. The purposes of this Agreement are as follows: (i) To set forth the Parties' respective obligations for defensible space services from and after **July 6, 2020**; and (ii) to set forth the compensation the County will pay the CCFD1 to provide the services specified in this Agreement.

Section 2. Term. This Agreement shall commence **July 6, 2020** (the "Effective Date") and shall remain in effect until March 3, 2022 or until terminated by the Parties as set forth herein.

Section 3. Provision of CCFD1 Staff and Related Services.

3.1 CCFD1 shall provide the following activities within the Grant Project Area under the direction of the CCFD1 Fire Chief:

- (i) **Defensible Space:** CCFD1 will provide defensible space planning through a comprehensive home assessment process (The Mitigation Project Grant Agreement is attached to this Agreement as Exhibit A and incorporated herein). All defensible space work will be consistent and compliant with the Environmental Conditions outlined within said agreement (Pages 24-25)
Homeowner Outreach: CCFD1 will conduct outreach to contact each eligible homeowner in the project area via direct mailing, door-to-door, in-person meetings, and public postings of information such as a signboard or use of the CCFD1's website. Participation in the program will be entirely voluntary.
Site Assessments: CCFD1 staff trained in Home Ignition Zone principles and practices will use wildfire hazard data to identify sites within the project area for treatment. The site assessment process will identify defensible space improvements and associated activities aimed at reducing risk specific to each site. The assessments will be provided to each property owner for evaluation, and voluntary participation. The goal is to gain voluntary participation by approximately 20%.
Defensible Space Site Work: The County will work with CCFD1 to provide homeowner agreements with guidance on participation, timeline, and match documentation. CCFD1 will collect signed agreements from participating homeowners. The following resources will be used to conduct site work:
 - CCFD1 staff trained in vegetative fuels management and wildfire mitigation.
 - Participating homeowners will perform defensible space work on their properties after consulting with CCFD1 staff on mitigation that needs to occur. This may be used as their match-in-kind.

- Defensible Space improvement will involve the following examples of work below, but not limited to:
- Chipping, cutting, trimming, and/or removing vegetative fuels.
- Use of tools such as pruners, shovels, wheel barrels, chainsaws, mowers, handsaws, rakes, hoes, wood-chippers, and trimmers to clear vegetation.
- Purchase, delivery and spread of rock.
- CCFD1 is responsible for acquiring pre- and post- project photo documentation for each site. CCFD1 staff or homeowners, will take photos prior to any work taking place, viewed from all four sides of the structure/homes in the direction of work area. Photos will be repeated, taken in the same location post project implementation. CCFD1 is responsible for compiling these photos in a manner that clearly shows the property location information, appropriate descriptions and before and after conditions of each site. CCFD1 will ensure that this deliverable is met and all documentation is provided to CCNRD prior to project closeout.

Final Site Inspections: CCFD1 staff will schedule and conduct final inspections of each property after site work is complete, ensuring compliance with project criteria and FEMA defensible space guidance. This will include taking pictures, collecting any work or cost share related documentation, and providing any additional guidance to homeowners.

Maintenance Plan: Prior to closeout, CCFD1 will collect maintenance agreements or all properties participating in the Squilchuck Defensible Space Project. Maintenance of newly created defensible space will be the responsibility of the homeowner.

- (ii) **Partner communications:** CCFD1 will keep the County informed of project activities, accomplishments, updates, and relevant information. The main points of contact for CCFD1 and the Participants will be Jon Riley, jriley@chelancountyfire.com and Hillary Heard hheard@chelancountyfire.com. The main point of contact for the County will be Hannah Pygott; Hannah.pygott@co.chelan.wa.us.
- (iii) **Quarterly Reporting:** CCFD1 will provide the County project status updates on a minimum of a quarterly basis. CCFD1 will provide this information to the County no later than the 10th of January, April, July and October during the grant contract period. Quarterly Progress Reports will be completed by the County using the project updates provided by CCFD1. The first quarterly progress report by CCFD1 is due no later than January 10, 2021.
- (iv) **Grant Communications:** The County and CCFD1 will include one another on any communications with the Washington State Military Department office of

Emergency Services (WA EMD) or the Federal Emergency Management Agency (FEMA).

- (v) **Administration:** CCFD1 will assist the County with fulfilling administrative needs when necessary and as requested by the County; CCFD1 will be the primary point of contact between the participants and the County.
- (vi) **Grant Contract Costs:** All costs will be tracked completely and accurately by CCFD1 through internal budget tracking. All expenditures will be invoiced and tracked according to the applicable and approved budget categories as outlined in section 4 of the agreement and the grant contract. It is the responsibility of CCFD1 to ensure and track that both State and Federal procurement policies are followed at all times and are properly documented with respect to its own costs.
- (vii) **Procurement of Outside Services;** This agreement is between CCFD1 and the County. Any costs incurred by homeowners hiring private contractors outside of CCFD1 for services will need to be agreed upon between that person/s and CCFD1. These services will be tracked and included on any invoices provided by CCFD1 to the County. It is the responsibility of CCFD1 to ensure and track that both State and Federal procurement policies are followed at all times and are properly documented with respect to its own costs.

3.2 The County and the CCFD1 shall cooperate in the coordination of staff and sharing of data as required to effectively implement the Grant Contract, including but not limited to participant compliance. The Parties recognize that their coordinated and cooperative efforts of the program under this Agreement will provide the best service to the public.

Section 4. Compensation and Match Requirements. In consideration of the services provided by CCFD1 the County shall reimburse CCFD1 and homeowners in an amount not to exceed \$57,200 as detailed below and in the attached budget line items. The overall budget is shown in the Grant Contract with Washington State Military Department. Further compensation for activities shall be subject to agreement of the parties and reflected in an express amendment. Only eligible costs by task as outlined herein and within the funding source agreement are eligible.

Invoicing; CCFD1 will provide quarterly invoices to the County no later than the 10th of April, July, October and January during the contract period. The first quarterly invoice is due no later than the 10th of January 2021. CCFD1 will include detailed timesheets and expenditure documentation (receipts) with all quarterly invoicing to the County. CCFD1 shall track all its own expenditures by applicable and approved project tasks (as described in the grant contract and budget herein) and provide documentation in compliance with instructions set forth by the grant contract. Any expenditure not associated with the project tasks outlined within this agreement must be pre-approved by the County in order to be eligible for reimbursement. The

final invoice shall be submitted no later than 30 days after the agreement end date. All invoices will be sent as follows:

Via email: Sofia.bjorklund@co.chelan.wa.us, CC: Hannah.pygott@co.chelan.wa.us

Via mail: Chelan County Natural Resources Department
Attn: Sofia Bjorklund and Hannah Pygott
411 Washington Street, Suite 201
Wenatchee, WA 98801

Reimbursement: CCFD1 agrees to track all its own expenses related to the project including but not limited to participation, communication, implementation, and other expenses associated with the project. The County will issue reimbursement to CCFD1 once the invoicing has been approved. No reimbursements will be made for costs incurred after the end of the Period of Performance (POP), March 3rd, 2022

In-Kind Match: There is a 12.5% match requirement for this grant. This 12.5% is of the total grant contract amount of \$8,125 shall be provided by the homeowners in the project area through defensible space work and verified by CCFD1 and approved by the County and WA-EMD. Documentation includes but is not limited to, detailed timesheets, receipts and/or invoices.

Not to exceed funding: Funds allocated to CCFD1 under this project are not to be reimbursed in excess of the amounts detailed in the "CCFD1 Budget" below.

Budget amendments: The County and CCFD1 may work together to make any amendments or adjustments to include redistribution of unspent funds to any of the Parties or budget categories as allowable under the grant contract in accordance with Federal and State guidance.

Total Contracted Budget	
Task	Contracted Budget Amount Per Task
Administration	\$2,000
Site Work	\$20,000
Construction Materials (Rock)	\$30,650.00
Supplies	\$4,550
Total Reimbursable	\$57,200

Descriptions of Tasks, Approved Expenditures and Match:

1. Project administration, coordination, and management as detailed in section 3.

2. Site Work: CCFD 1 and the County will provide homeowner agreements with guidance on participation, timeline, and match documentation. CCFD1 will collect signed agreements from participating homeowners. The following resources will be used to conduct site work:
 - a. CCFD1 staff trained in vegetative fuels management and wildfire mitigation.
 - b. Participating homeowners will perform defensible space work on their properties after consulting with CCFD1 staff on mitigation that needs to occur. This may be used as their match-in-kind.
 - c. Defensible Space improvement will involve the following examples of work below, but not limited to:
 - d. Chipping, cutting, trimming, and/or removing vegetative fuels with tools such as pruners, shovels, wheel barrels, chainsaws, mowers, handsaws, rakes, hoes, wood-chippers, and trimmers to clear vegetation within 100-feet of structures and critical infrastructure.
 - e. Final Site Inspections: CCFD1 staff will schedule and conduct final inspections of each property after site work is complete, ensuring compliance with project criteria and FEMA defensible space guidance. This will include taking pictures, collecting any work or cost share related documentation, and providing any additional guidance (see details in Section 3.0).
 - f. Maintenance Plan: Prior to closeout, CCFD1 will develop and collect maintenance agreements on all properties participating in the Squilchuck Defensible Space Project. Maintenance of newly created defensible space will be the responsibility of the homeowner.
3. Construction Materials (Rock): Purchase, delivery and spread of rock
4. Supplies: Printing and mailing supplies.
5. Match: A total In Kind match donation of \$8,125 will be provided by the homeowners.

Section 5. Termination

5.1 This Agreement shall terminate: (i) on March 3, 2022, or (ii) by mutual, written agreement of the Parties. In the event this agreement is terminated prior to the end of its term, the ownership of any equipment or supplies acquired shall be governed by the Grant Contract and Section 10 of this agreement. Notwithstanding the above and in addition to any other remedies which may be available at law or equity, in the event of any material breach of this Agreement (the "Default") by a party (the "Defaulting Party"), the party not in default (the Non-Defaulting Party") shall have the right to give the Defaulting Party a written notice thereof (the "Notice of Default"), whereby such notice must state the nature of the Default in reasonable details and request that the Defaulting Party cure such Default within thirty (30) days. If such Default is not cured within thirty (30) days after receipt of a Notice of Default on the Defaulting Party or such Default cannot be cured, the Non-Defaulting Party may, at its sole discretion, terminate this Agreement by written notice effective upon receipt.

Section 6. Administration. The CCFD1 Fire Chief or designee shall serve as Administrator of

this Agreement for CCFD1 and the Director of the County Natural Resources Department or designee shall serve as Administrator of this Agreement for the County.

Section 7. Release, Indemnification, and Hold Harmless Agreement.

7.1 To the extent permitted by law, CCFD1 agrees to protect, indemnify, and hold the County harmless from and against any, and all injury or damage to the County or its property, and from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the negligence of CCFD1, its agents, employees, or representatives. To the extent permitted by law, CCFD1 shall also indemnify and hold the County harmless from any wage, overtime, or benefit claim of any of its own employee, agent, or representative performing services under this Agreement. To the extent permitted by law, CCFD1 further agrees to fully indemnify the County from and against any and all costs of defending any such claim or demand to the end that the County is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the County. In situations involving the concurrent negligence of the County or its employees, CCFD1 indemnification shall be limited to its percentage of fault.

7.2 To the extent permitted by law, the County agrees to protect, indemnify, and hold CCFD1 from and against any, and all injury or damage to CCFD1 or its property, and from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the negligence of the County, its agents, employees, or representatives. To the extent permitted by law, the County shall also indemnify and hold CCFD1 harmless from any wage, overtime, or benefit claim of any County employee, agent, or representative performing services under this Agreement. To the extent permitted by law, the County further agrees to fully indemnify CCFD1 and each of the Participants from and against any, and all costs of defending any such claim or demand to the end that CCFD1 is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of CCFD1. In situations involving the concurrent negligence of CCFD1 or their employees, the County's indemnification shall be limited to its percentage of fault.

Section 8. No Employment Relationship Created. The County, CCFD1 agree that nothing in this agreement shall be construed to create an employment relationship between any employee, agent, representative or contractor of the County, or between the County and any employee, agent, representative or contractor of CCFD1.

Section 9. Supply Acquisition, Retention, and Disposition. Any supplies acquired by either Party in furtherance of its obligations pursuant to this Agreement, shall remain within the sole and exclusive ownership of the acquiring Party following the termination or expiration of this Agreement.

Section 10. Notices. All notices, requests, demands, or other communications pursuant to this Agreement shall be (1) by email or (2) in writing. If in writing, notice shall be deemed to have been given if personally delivered or mailed, registered or certified mail, return receipt requested,

postage pre-paid, upon deposit in the United States mail and mailed to the Parties at the following addresses:

Chelan County Fire Protection District No. 1
Attn: Fire Chief
P.O Box 2106
Wenatchee, WA 98807
Email: bbrett@chelancountyfire.com

Chelan County Natural Resources Department
ATTN: Mike Kaputa, Director
411 Washington Street, Suite 201
Wenatchee WA 98801
Email: mike.kaputa@co.chelan.wa.us

The Parties agree that the addresses of all Parties to which notice shall be given may be changed at any time by written notice to the other Party.

Section 11. No Preferential Service. CCFD1 shall assign the resources available to it without regard to internal political boundaries, but rather based upon the operational judgment of CCFD1.

Section 12. No Assumption of Liabilities or Obligations. Except as expressly set forth herein, neither party shall be liable for any debts or obligations of the other.

Section 13. Insurance. For the duration of this Agreement, each party shall maintain insurance as follows:

13.1 Each party shall maintain its own insurance policy insuring damage to its own real and personal property.

13.2 CCFD1 shall maintain an insurance policy insuring against liability rising out of its work or operations performed under this Agreement in an amount not less than Five Million Dollars (\$5,000,000) per occurrence with a deductible of not more than Thirty-five Thousand Dollars (\$35,000).

13.3 Chelan County is a member of the Washington Counties Risk Pool, and such membership satisfies the insurance requirements of this section.

Section 14. Dispute Resolution.

14.1 Non-Binding Mediation. It is the desire of the County and CCFD1 to resolve all disputes between them without litigation. In the event a dispute arises between the parties regarding this Agreement, either party (first party) may submit the issue to mediation by selecting a mediator and notifying the other party (second party) of the selection. The second party shall either approve such mediator and proceed to mediation or select an alternate mediator. Second party shall notify the first party of such acceptance or selection within seven days of the first notification. Upon receiving

notification of the selection of an alternate mediator, the first party shall then approve the mediator and proceed to mediation or reject the alternate mediator. First party shall notify second party of such approval or rejection within seven days of receipt of the notice from second party. In the case of rejection, the first two selected mediators shall select a third mediator. The third mediator shall mediate the dispute. The mediator shall be familiar with real properties in the Chelan County area. The mediator shall not be related by blood or marriage to any agent, employee, or elected official of either party and shall have no economic interest direct or indirect with either party. Mediation shall take place within as soon as possible after the mediator has been selected.

14.2 Litigation. In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants, or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the laws of the State of Washington shall govern the action. The party prevailing in any such action or proceeding shall be paid its reasonable costs and attorney fees incurred by that party, and in the event any judgment is secured by such prevailing party, reasonable costs and attorney fees of collection shall be included in any such judgment.

Section 15. Filing. The County shall, after this Agreement is executed by both Parties, but before the Effective Date, record this Agreement with the Chelan County Auditor or post it on its website.

Section 16. No Third-Party Beneficiary Created. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

Section 17. Waiver. Waiver by any Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.

Section 18. Severability. In the event that any sentence, clause or provision of this Agreement is held invalid or otherwise unenforceable by a court of competent jurisdiction, such invalidation shall not affect any other sentence, clause or provision hereof.

Section 19. No Separate Entity Created. No separate legal entity is formed by this Agreement.

Section 20. Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement.

Section 21. Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

Section 22. Further Cooperation. The Parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.

DATED this 13th day of January 2021.

CHELAN COUNTY FIRE
PROTECTION DISTRICT NO. 1

B. S. 729
Fire Chief

ATTEST:

Cindy Blaf
District Secretary

CHELAN COUNTY BOARD OF
COUNTY COMMISSIONERS

[Signature]
Print: Bob Bugert, Chairman

[Signature]
Print: Kevin Overbay, Commissioner

[Signature]
Print: Tiffany Gering, Commissioner

ATTEST

[Signature]
Chelan County Clerk