

*Greg Corn*

After recording return to:  
Ms. Barbara Sikorski  
Assistant Clerk  
Snohomish County Council  
3000 Rockefeller Avenue, M/S 609  
Everett, WA 98201

200608140364 CONFORMED COPY  
08/14/2006 11:53am \$0.00 10 PGS  
SNOHOMISH COUNTY, WASHINGTON

INTERLOCAL COOPERATION AGREEMENT  
BY AND AMONG SNOHOMISH COUNTY,  
THE CITY OF MARYSVILLE AND THE MARYSVILLE FIRE DISTRICT  
FOR THE HOUSING OF A MOBILE COMMUNICATIONS VEHICLE

THIS AGREEMENT (the "Agreement") is entered into by and among Snohomish County, a political subdivision of the State of Washington (the "County"), the City of Marysville, a municipal corporation of the State of Washington (the "City"), and the Marysville Fire District, an entity created by interlocal agreement between Snohomish County Fire Protection District No. 12 and the City of Marysville (the "Fire District"), as of this 2nd day of August, 2006.

RECITALS

WHEREAS, the County is the recipient of Urban Area Security Initiative ("UASI") Grant No. E04-058, as amended (the "UASI Grant"), from the Washington Military Department; and

WHEREAS, \$500,000 of the UASI Grant is identified for the acquisition of two mobile communications vehicles (collectively, the "Vans" and, individually, a "Van"); and

WHEREAS, the County is the recipient of Law Enforcement Terrorism Prevention Program Grant No. EO5-067 (the "LETPP Grant"); and

WHEREAS, \$57,859.21 of the LETPP Grant is identified for the acquisition and installation of radio communications equipment to be placed in and attached to the Vans; and

WHEREAS, the County authorized Emergency Management Equipment, LLC, of Salt Lake City, Utah ("EME"), to acquire the chassis for and commence fabrication of the Vans and, in furtherance of that authorization, deposited \$140,000 with EME for that purpose; and

WHEREAS, a portion of the radio communications equipment purchased with the proceeds of the LETPP Grant has been installed in the Vans, and the balance will be installed in the Vans on or before the end of April 2006; and

WHEREAS, the Vans will serve as a regional resource for homeland security for the UASI region (Pierce County, King County and the City of Seattle), as well as for Washington State Region One (comprised of Island, San Juan, Skagit, Snohomish, and Whatcom counties) and will provide interoperable communications abilities between all of the Region One agencies; and

WHEREAS, it is in the best interests of the region's first responders and the citizens they serve that the Vans be housed in two different and strategically convenient locations so that they may be available for use by the federal government, the state, its political subdivisions and municipal corporations as contemplated by RCW 38.52.110(1); and

WHEREAS, the City of Lynnwood is located in such a strategically convenient location and has offered to house one of the Vans on the terms and conditions set forth in a separate agreement between the County and the City of Lynnwood; and

WHEREAS, the City and the Fire District are also located in a strategically convenient location and have offered to house and perform certain activities with respect to one of the Vans on the terms and conditions set forth in this Agreement; and

WHEREAS, each of the County, the City and the Fire District (collectively, the "Parties" and, individually, a "Party") possess the power and authority to respond to major emergencies and disasters, whether natural or man-made, or any other function which would require interoperable communications; and

WHEREAS, in order to provide the maximum potential benefit from the Van and to render the best possible services in dealing with major emergencies and disasters, and other law enforcement functions for the citizens of the County, the Parties have determined that it is necessary and desirable to cooperate in the manner set forth in this Agreement; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform any governmental service, activity or undertaking that each is authorized by law to perform individually; and

WHEREAS, the Parties anticipate that a separate agreement will be negotiated and entered into by and among the primary user agencies within Snohomish County, including the City and the Fire District, to address the use of the Vans by the region's first responders (the "Use Agreement"); and

WHEREAS, pursuant to this Agreement, the City and the Fire District will receive consideration in the form of the Van's proximate location in the event it is needed for dispatch within their jurisdictions pursuant to the Use Agreement;

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

1. Term. This Agreement shall be effective as of the latter of (i) the date the Van is delivered to the City and Fire District for housing, as provided in Section 4 hereof, or (ii) the date of the filing of this Agreement with the Snohomish County Auditor as required by RCW 39.34.040. This term of this Agreement shall end on the date three (3) years after the effective date of this Agreement, unless terminated by the Parties pursuant to either Section 9(a) or Section 9(b) hereof or unless terminated by mutual agreement of the Parties. This Agreement may be renewed, at the discretion of the Parties, for successive one (1) year terms, PROVIDED, HOWEVER, that such renewals shall be evidenced by a writing signed by authorized representatives of the Parties and, PROVIDED, FURTHER, that the cumulative duration of the initial term of the Agreement and all renewals thereto shall not exceed twenty (20) years.

2. Ownership. The Van and all equipment incident to the Van, including radio communications equipment, shall be owned by the County.

3. Insurance.

(a) By the County. The County will provide adequate insurance or self-insured retention to cover liability and property damage for the Van with, in the case of insurance, such deductibles as the County determines.

(b) By the City and Fire District. The City and the Fire District shall comply with the following insurance provisions:

(i) Liability.

A. The City and the Fire District shall obtain and maintain continuously at their own expense, for the term of this Agreement, commercial general liability insurance as provided herein. Minimum limit of coverage shall be \$1,000,000 combined single limit on an occurrence basis for Commercial General Liability.

B. Commercial general liability insurance shall not be reduced or canceled without thirty (30) days' written prior notice to the County.

C. Acceptance of claims made coverage is dependent on the project scope and approval by Snohomish County Risk Management.

D. The City and the Fire District shall also obtain and maintain continuously for the term of this Agreement, at their own expense, automobile and garagekeepers liability insurance in the amount of at least \$1,000,000 combined single limit.

E. Prior to the execution of this Agreement, the City and the Fire District shall provide the County with an evidence of coverage letter from the

Washington Cities Insurance Authority. Approval of insurance is a condition precedent to approval of this Agreement by Risk Management.

(ii) Workers' Compensation. The City and the Fire District shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of the City and the Fire District to also carry such insurance prior to performing work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the City or the Fire District, their employees, consultants, or subcontractors, which might arise under the Washington State industrial laws that address workers' compensation.

4. Housing. Upon delivery by the County, one Van shall be housed by the City and the Fire District at the City/Fire District facility known as Fire Station 61 (the "Fire Station"). Except when removed from the Fire Station for maintenance as provided in Section 5 hereof or for dispatch as provided in the Use Agreement, the Van shall be housed inside a fully-enclosed and secured facility at the Fire Station. No compensation shall be paid to the City or the Fire District pursuant to this Agreement for the housing of the Van.

5. Maintenance; Checklist; Records. The City and the Fire District shall provide the daily or routine activities enumerated in the checklist attached hereto as Exhibit A and incorporated herein by this reference (the "Checklist"), with the frequency indicated in the Checklist, on the Van which they house at the Fire Station, PROVIDED, HOWEVER, that the City and the Fire District will not be required to perform Checklist activities on the Van during any 24-hour period during which the Van has been dispatched pursuant to the Use Agreement and is not on site at the Fire Station. Regular maintenance and extraordinary maintenance for the Van shall be provided by the County.

The City and the Fire District shall maintain records of their daily or routine activities with respect to the Van in the form of the Checklist. The County may, at reasonable times, inspect the Checklist and all other books and records of the City and Fire District relating to their performance pursuant to this Agreement. The City and Fire District shall each keep all records required by this Agreement for audit purposes for seven (7) years after termination of this Agreement, PROVIDED, HOWEVER, that the City and Fire District shall surrender their records concerning the Van to the County upon its request if this Agreement is terminated.

6. Direction and Control. The City and Fire District agree that they will perform the housing and other services specified under this Agreement as independent contractors and not as agents, employees, or servants of the County. The Parties agree that the employees of the City and Fire District are not entitled to any benefits or rights enjoyed by employees of the County. The City and Fire District specifically have the right to direct and control their own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall have the right only to ensure performance. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.

7. Hold Harmless and Indemnification. Each party shall hold harmless, indemnify and defend the other parties, their officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the acts, errors or omissions of it, its employees, agents or subcontractors, in the performance of this Agreement, PROVIDED, HOWEVER, that a party's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence or willful misconduct of that party, its officers, officials, employees or agents acting within the scope of their employment, and PROVIDED, FURTHER, that in the event of the concurrent negligence of the parties, a party's obligations hereunder shall apply only to the percentage of fault attributable to it, its employees, agents and subcontractors.

With respect to a party's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the other parties, each party further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by its employees caused by or arising out of its acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the Parties.

A party's obligations hereunder shall include, but are not limited to investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by it, its employees, agents, or subcontractors.

8. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

9. Termination.

(a) Termination for Breach. If either the City or the Fire District breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by the County, the County may terminate this Agreement. If the County breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by both the City and the Fire District, the City and the Fire District, acting together, may terminate this Agreement.

(b) Termination for Convenience or Otherwise. The City and the Fire District, acting together, or the County, acting alone, may terminate this Agreement upon thirty (30) days' written notice to the other Parties for any reason other than stated in subparagraph (a) above.

(c) Return of Van on Termination. Upon the expiration or termination of this Agreement, the Van and all associated equipment and records shall be returned or delivered to the custody of the County. That return shall be accomplished promptly at a time and in a manner, then agreed to by the Parties, that will assure the continued availability of the Van for the uses and purposes for which it was acquired.

(d) Other Rights Not Affected. Termination shall not affect the rights of the Parties under any other section or paragraph herein.

10. Notices. All notices and other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                      Snohomish County  
                                                 Department of Emergency Management  
                                                 3000 Rockefeller Avenue  
                                                 Everett, Washington 98201  
                                                 Attention:     Aaron Reardon  
                                                                     County Executive

If to the City:                            City of Marysville  
                                                 1635 Grove Street  
                                                 Marysville, Washington 98270  
                                                 Attention:     Dennis Kendall  
                                                                     Mayor

If to the Fire District:                Marysville Fire District  
                                                 1635 Grove Street  
                                                 Marysville, Washington 98270  
                                                 Attention:     Greg Corn  
                                                                     Chief

Any Party may, by notice to the other Parties given hereunder, designate any further or different addresses to which subsequent notices or other communications to it shall be sent.

11. Amendments. No changes or amendments shall be made in this Agreement except as agreed to by all Parties, reduced to writing and executed with the same formalities, including filing with the Snohomish County Auditor, as are required for the execution of this Agreement.

12. Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement.

13. Nonassignment. The City and the Fire District shall not subcontract or assign any of their rights, duties or obligations under this Agreement without the prior express written consent of the County. The County shall not subcontract or assign any of its rights, duties or

obligations under this Agreement without the prior express written consent of the City and the Fire District.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

15. Authority. Each Party represents that it has full and sufficient authority to execute this Agreement on its behalf and that, upon its execution and recording pursuant to Section 22 hereof, this Agreement shall constitute a binding obligation of the County, the City, or the Fire District, as the case may be.

16. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

17. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

18. Liability; No Third Party Beneficiaries. No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein. None of the Parties to this Agreement assume any duty to any third party.

19. Complete Agreement. This Agreement constitutes the entire understanding of the Parties on the subjects hereof. Any written or verbal agreements not set forth herein or incorporated herein by reference are expressly excluded.

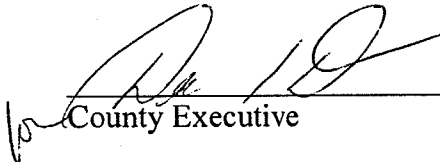
20. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. Ratification. Acts taken in conformity with this Agreement but prior to its execution are hereby ratified and confirmed.

22. Recording. Upon execution, executed original signature pages of this Agreement shall be returned to the Clerk of the Snohomish County Council, who shall cause a fully executed original of this Agreement to be filed with the Snohomish County Auditor pursuant to RCW 39.34.040. The Clerk of the Snohomish County Council shall thereafter distribute duplicated conformed copies of the Agreement to each of the Parties hereto.

SNOHOMISH COUNTY:

CITY OF MARYSVILLE:

  
DEANNA DAWSON  
Executive Director  
8/4/06  
County Executive

  
(Name/Title) Dennis L. Kendall, Mayor  
6-6-06

Approved as to insurance provisions only:

Ryan Wilson 6-15-06  
Risk Management Date

Approved as to form only:

Scott K. Weed 6-6-06  
City Attorney Date

Approved as to form only:

Joni H. Ostergaard 6/2/06  
Deputy Prosecuting Attorney Date

MARYSVILLE FIRE DISTRICT

Greg Carr 6/7/06  
(Name/Title) Greg Carr, FIRE CHIEF

Approved as to form only:

Scott K. Weed 6-6-06  
Counsel to the District

<b>COUNCIL USE ONLY</b>	
Approved:	<u>8-2-06</u>
Docfile:	<u>D-7</u>



