

COPY

After recording return to:

Clerk
Snohomish County Council
3000 Rockefeller Avenue, M/S 609
Everett, WA 98201

INTERLOCAL COOPERATION AGREEMENT
BY AND AMONG SNOHOMISH COUNTY, THE CITY OF MARYSVILLE AND
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12
FOR THE HOUSING OF A MOBILE COMMAND 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 Snohomish County Fire Protection District No. 12 (the "Fire District"), as of this 25th day of March, 2013.

RECITALS

WHEREAS, the two command vehicles (collectively, the "Vans" and, individually, a "Van") will serve as a regional resource for homeland security for the UASI region (Pierce County, King County, Snohomish County, and the Cities of Seattle and Bellevue), as well as for Washington State Region One (comprised of Island, San Juan, Skagit, Snohomish, and Whatcom counties); 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 and the Fire District are 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 the use of one or both of the Vans; 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 posting of this Agreement on the County's website 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 written amendment in accordance with Section 11 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.

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance or lack of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

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 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 protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

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
720 80th St. SW
Everett, Washington 98203
Attention: John Pennington
 Director

If to the City: City of Marysville
1049 State Avenue
Marysville, Washington 98270
Attention: Jon Nehring
 Mayor

If to the Fire District: Snohomish County Fire Protection District No. 12
1094 Cedar Avenue
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 posting on the County website, 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 posting 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.

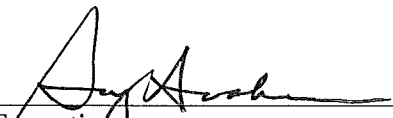
19. Complete Agreement. This Agreement constitutes the entire understanding of the Parties on the subjects hereof. Any written or verbal agreements not set forth herein or incorporated herein by reference are expressly excluded.

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. Website Posting. 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 posted on the County website 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.

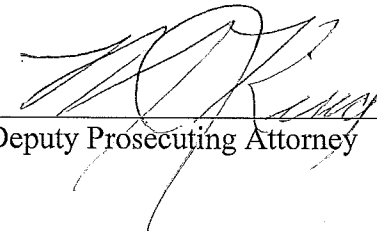
SNOHOMISH COUNTY:


for: County Executive **GARY HAAKENSON**
Deputy County Executive

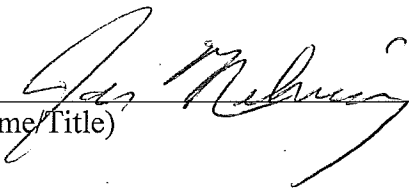
Approved as to insurance provisions only:

 5/22/13
Risk Management Date

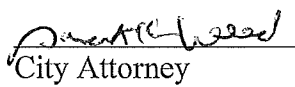
Approved as to form only:

 1-30-13
Deputy Prosecuting Attorney Date

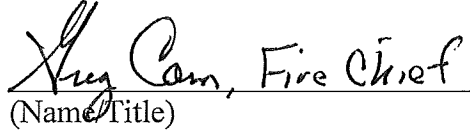
CITY OF MARYSVILLE:


(Name/Title)

Approved as to form only:

 2-28-13
City Attorney Date

SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO. 12

 Fire Chief
(Name/Title)

Approved as to form only:


Counsel to the District

