

RETURN NAME & ADDRESS

CROSS VALLEY WATER DISTRICT
9802 180TH ST. S.E.
SNOHOMISH, WA 98296



201208070066 6 PGS
08/07/2012 9:24am \$67.00
SNOHOMISH COUNTY, WASHINGTON

Please print neatly or type information
Document Title(s)

INTERLOCAL AGREEMENT

Reference Number(s) of related documents:

Additional Reference #'s on page ____

Grantor(s) (Last, First, and Middle Initial)

CITY OF SNOHOMISH

Additional Grantors on page

Grantee(s) (Last, First, and Middle Initial)

CROSS VALLEY WATER DISTRICT

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

N/A

Complete legal on page ____

Assessor's Property Tax Parcel/Account Number

N/A

Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Hany Gajeh Sen Mgr.
Signature of Requesting Party

**INTERLOCAL DISASTER PREPAREDNESS AGREEMENT
BETWEEN THE CITY OF SNOHOMISH AND CROSS VALLEY WATER DISTRICT**

THIS INTERLOCAL DISASTER PREPAREDNESS AGREEMENT (“Agreement”) is entered into by and between the City of Snohomish, a Washington municipal corporation (“City”), and the Cross Valley Water District, a Washington municipal corporation (“District”) (collectively referred to hereinafter as “Parties”).

WHEREAS, the City and the District are public agencies as defined by RCW Chapter 39.34 and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities; and

WHEREAS, it is the desire of the City and the District to provide for mutual assistance and the interchange of and use of space and facilities for personnel with their own equipment in times of emergency;

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

1. PURPOSE, SCOPE, AND GENERAL DUTIES AND OBLIGATIONS.

a. The purpose of this Agreement is to permit the Parties to make the most efficient use of their resources, personnel, and expertise during emergencies.

b. The Parties shall exchange/share the use of space and facilities for use by personnel from each respective Party in order to respond to emergency events in a timely and efficient manner as long as said personnel bring with them and utilize computer equipment and computer software owned and maintained by their respective employer.

c. Any request by either Party for the exchange/sharing of use of space and facilities to respond to an emergency event shall be made by an authorized representative of the Party.

d. Emergency is defined as an event involving shortages of time and resources; that places life, property, and/or environment in danger; and that requires response beyond routine incident response resources.

2. EMPLOYER/EMPLOYER RELATIONSHIP AND ASSOCIATED COSTS, EXPENSES, WAGES, ETC.

Each Party shall be responsible for any and all costs, expenses, wages, salaries, benefits, and/or taxes associated with its employees performing functions and duties on behalf of the Party while responding to an emergency event and/or exchanging/sharing the use of space and facilities to respond to an emergency event pursuant to this Agreement. Employees of the District shall remain the employees of the District while performing functions and duties on behalf of the Party while responding to an emergency event and/or utilizing the space and facilities provided by the City pursuant to this Agreement. Likewise, employees of the City shall remain employees of the City while performing functions and duties on behalf of the Party while responding to an

emergency event and/or utilizing space and facilities provided by the District pursuant to this Agreement.

3. INDEMNIFICATION AND HOLD HARMLESS.

a. The District shall indemnify, defend and hold the City, its elected officials, agents, officers, and/or employees harmless from and against any and all claims, demands, liability, loss, cost, damage, or expense of any nature whatsoever including all costs and attorneys' fees, made against the City, its elected officials, agents, officers, and/or employees on account of injury, harm, death, or damage to persons or property which is caused by, in whole or in part, the willfully tortuous, negligent acts, and/or negligent omissions of the District and/or its elected officials, officers, agents, and/or employees while responding to an emergency event and/or utilizing the space and facilities provided by the City pursuant to this Agreement.

b. The City shall indemnify, defend, and hold the District, its elected officials, agents, officers, and/or employees harmless from and against any and all claims, demands, liability, loss, cost, damage, or expense of any nature whatsoever including all costs and attorneys' fees, made against the District, its elected officials, agents, officers, and/or employees on account of injury, harm, death, or damage to persons or property which is caused by, in whole or in part the willfully tortuous, negligent acts, and/or negligent omissions of City and/or its elected officials, officers, agents, and/or employees while responding to an emergency event and/or utilizing the space and facilities provided by the District pursuant to this Agreement.

c. In the event that the District and the City are both negligent, then each Party's liability for indemnification of the other shall be limited to its contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the other, their elected officials, agents, officers, and/or employees.

d. Each Party's indemnification, defense, and hold harmless obligations pursuant to this Section 3 shall include assuming potential liability for actions brought by that Party's own employees even though that Party might be immune under RCW Title 51 from direct suit brought by such employees. The obligations of the Parties under this subsection have been mutually negotiated by the Parties, and each Party acknowledges that the other Party would not enter into this Agreement without the other Party's waiver thereof. To the extent required to provide this indemnification and this indemnification only, each Party waives its immunity under RCW Title 51 as provided in RCW 4.24.115.

e. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.

f. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

4. INSURANCE.

The City and the District shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the District and the City and the failure of any insurance carrier or self insured pooling organization to agree or follow the terms of this provision on liability shall not relieve the City and/or the District from its obligation under this Agreement.

5. NONWAIVER.

A waiver by either Party hereto of a breach of any other Party hereto of any covenant or condition of this Agreement shall not impair the right of the Party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of any Party to insist upon strict performance of any duty, obligation agreement, covenant, and/or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such duty, obligation, agreement, covenant, condition, and/or right.

6. COMPLETE AGREEMENT.

This Agreement contains the complete and integrated understanding and agreement between the Parties and supersedes any understanding, Agreement, or negotiation whether oral or written not set forth herein.

7. AMENDMENTS.

This Agreement may only be amended by written agreement of the City and the District that have not terminated their respective par.

8. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

9. TERM AND TERMINATION.

a. This term of this Agreement shall commence upon full execution of this Agreement and shall continue until terminated by either Party in accordance with this Section.

b. Either Party may terminate this Agreement with or without cause upon providing the other Party with written notice of termination at least ten (10) calendar days prior to the stated termination date.

10. NOTICES AND CONTACTS.

Unless otherwise directed in writing, notices shall be mailed or personally served to each Party as follows:

To City: Larry Bauman, City Manager
City Hall
116 Union Avenue
Snohomish, WA 98290

To District: Gary Hajek, General Manager
Cross Valley Water District
8802 180th SE
Snohomish, WA 98296

Notices mailed by either Party shall be deemed effective on the date mailed. Either Party may change its address for receipt of reports, notices by giving the other Party written notice of not less than seven (7) days prior to the effective date of the address change.

11. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12. VENUE.

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

13. NO THIRD PARTY RIGHTS.

The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in the Agreement.

14. EXECUTION OF AGREEMENT.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

15. FILING.

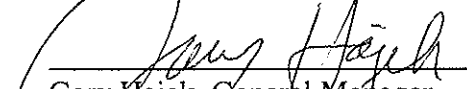
As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the respective City Clerk of each participating City and the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City and the County.

Executed and dated this 20th day of July, 2012.


City of Snohomish


Larry Bauman, City Manager

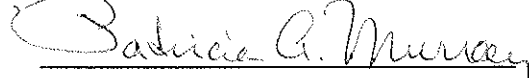
Cross Valley Water District


Gary Hajek, General Manager

Approved as to Form:


Grant K. Weed, City Attorney

Approved as to Form:


Patricia A. Murray, Attorney