

**INTERLOCAL AGREEMENT FOR MUTUAL ASSISTANCE BETWEEN THE CITIES  
OF NORTH BEND AND SNOQUALMIE**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ between the Cities of North Bend and Snoqualmie, Washington.

**I. RECITALS**

WHEREAS, the City of North Bend ("North Bend") and the City of Snoqualmie ("Snoqualmie,"), collectively ("the Cities") are each municipal corporations of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the geographical boundary of North Bend and Snoqualmie make it practical to render mutual assistance, and the Cities have determined that it is in the best interest of their citizens to cooperate in order to fully use available resources; and

WHEREAS, the Cities can achieve this cooperation by sharing staff, equipment, technical expertise, and other resources during emergencies and other mutually agreed to situations involving shortages of time and resources;

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between North Bend and Snoqualmie as follows:

**II. AGREEMENT**

1. Scope of Service. The Cities may supply staff, equipment, technical expertise, or other resources to each other on an "as needed" basis, subject to either city's ability to provide such resource. The scope of services shall include all resources of the Cities without limitation, except police, fire and emergency medical services to the extent those services are already provided for through mutual aid agreements. Police, fire and emergency medical services not provided for through other mutual aid agreements may be provided under this agreement.

2. Standard of Service. The Cities shall competently and courteously perform any agreed to service and shall comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such service.

3. Request for Services. When either city desires the other city to perform a service, it shall make all requests through that City's Administrator or the Administrator's designee.

4. Compensation. The providing city shall invoice the requesting city and the requesting city shall pay the providing city for the actual costs, including salary,

overhead, and equipment costs incurred by the providing city in performing the scope of service. In the event any dispute arises over the payment of these costs, the parties shall submit the matter to binding arbitration as provided in paragraph 10A.

### III. GENERAL PROVISIONS

1. Independent Contractors. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of North Bend an employee of Snoqualmie, and vice versa, for any purpose, including, but not limited to withholding of taxes, payment of benefits, insurance, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to either city's employee by virtue of their employment. At all times pertinent hereto, employees of North Bend are acting as North Bend employees and employees of Snoqualmie are acting as Snoqualmie employees.

2. Indemnification.

2.1 North Bend shall indemnify, defend, and hold harmless Snoqualmie, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of North Bend, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of Snoqualmie, its agents, or employees caused or contributed thereto. In the event that Snoqualmie shall elect to defend itself against any claim or suit arising from such injury, death, or damage, North Bend shall, in addition to indemnifying and holding Snoqualmie harmless from any liability, indemnify Snoqualmie for any and all expenses incurred by Snoqualmie in defending such claim or suit, including reasonable attorney's fees.

2.2 Snoqualmie shall indemnify, defend, and hold harmless North Bend, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of Snoqualmie, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of North Bend, its agents, or employees caused or contributed thereto. In the event that North Bend shall elect to defend itself against any claim or suit arising from such injury, death, or damage, Snoqualmie shall, in addition to indemnifying and holding North Bend harmless from any liability, indemnify North Bend for any and all expenses incurred by North Bend in defending such claim or suit, including reasonable attorney's fees.

3. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement that prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

4. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

5. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the Cities and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

7. Term and Termination. The term of this Agreement shall commence on the date first shown above and shall be in effect until December 31, 2008, and shall renew annually thereafter. Either party may terminate this Agreement immediately upon written notice of termination to the other party. The Cities shall remain responsible for any costs incurred by the other party prior to termination. Upon termination, any property owned by one party that is in the other party's possession shall be returned to the rightful owner within thirty (30) days of termination.

8. Filing With Auditor and Interlocal Cooperation Act Compliance. This Agreement shall be filed with the King County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source, pursuant to RCW 39.34.040. Pursuant to RCW 39.34.080, this Agreement was authorized by the North Bend City Council on the \_\_\_ day of \_\_\_\_\_, 2008 and by the Snoqualmie City Council on the 14<sup>th</sup> day of January, 2008. No separate legal entity has been created pursuant to this Agreement, and the Cities do not intend to acquire, hold, or dispose of real or personal property for the purposes of this Agreement. The manner of financing this Agreement is described in Section II.4 Compensation of this Agreement.

9. Insurance.

9.1 North Bend shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name Snoqualmie as an additional insured thereon. This requirement shall be deemed satisfied by evidence of North Bend's membership in a municipal self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to Snoqualmie.

9.2 Snoqualmie shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name North Bend as an additional insured thereon. This requirement shall be deemed satisfied by evidence of Snoqualmie's membership in a municipal self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to North Bend.

10. Dispute Resolution.

A. If a dispute arises between the Parties concerning the performance of any provision of this Agreement or the interpretation thereof, the Parties agree to follow the procedure set forth herein. It is the goal of the parties to resolve differences as early in this step-process as possible.

B. Step One – Informal Discussions. Each Party shall designate a representative, who shall meet and attempt to resolve the dispute. This may involve more than one meeting.

C. Step Two – Written Notification and Resolution. If informal discussions are not successful, then the aggrieved Party shall mail, via certified mail, written notice of dispute to the other Party's address shown in Section 13 of this Agreement. The notice shall set forth the nature of the dispute and the desired outcome. A written response shall be provided by the recipient of the notice within ten (10) days' receipt of the certified, mailed notice. The response to the notice shall include the respondent's version of the dispute and a proposed resolution. The Parties shall meet within then (10) business days following respondent's answer to determine whether the dispute can be resolved amicably. If the dispute is amicably resolved, the Parties shall sign a memorandum of understanding with regards thereto.

D. Step Three – Mediation. If the Parties are unable to resolve their differences at Step Two, the Parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the Parties. Such mediation will be non-binding but a condition precedent to having the dispute resolved pursuant to Litigation, below. Mediation shall commence, unless otherwise agreed, within thirty (30) days of a Party's written request to the other Party for mediation of a dispute. Any resolution of the dispute at this stage shall be reduced to writing and, if the resolution involves an interpretation of the Agreement herein, the Agreement herein shall be amended to include the interpretation.

E. Step Four – Arbitration. If the Parties are unable to resolve their differences at Step Three, the dispute will be resolved by arbitration. A written notice requesting arbitration must be delivered to the other Parties. The Parties will select an arbitrator by mutual agreement. If the parties cannot agree on an arbitrator within 10 working days after the arbitration request notice has been received, then the dispute will be referred to Judicial Arbitration and Mediation Services, Inc., and an arbitrator will be selected either by mutual agreement of the Parties or at random.

11. Discrimination Prohibited. Neither party shall discriminate against any employee or any person seeking service under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental or physical handicap.

12. Applicable Law, Venue, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

In the event of any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the venue shall be King County, Washington, and the substantially prevailing party shall be entitled, in addition to any other relief, to an award of attorney's fees and costs of suit.

13. Administrator. The Administrators listed below shall be responsible for and shall be the contact persons for all communications regarding the performance of this Agreement.

CITY OF NORTH BEND

CITY OF SNOQUALMIE

Duncan C. Wilson  
PO Box 896  
North Bend, WA 98045

Bob Larson, City Administrator  
PO Box 987  
Snoqualmie, WA 98065

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

CITY OF NORTH BEND

CITY OF SNOQUALMIE

By: \_\_\_\_\_  
Mayor Kenneth G. Hearing

By: \_\_\_\_\_  
Mayor Matt Larson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Cheryl A. Proffitt, City Clerk

Attest: \_\_\_\_\_  
Jodi Warren, CMC, City Clerk

Approved As To Form:

Approved As To Form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

\_\_\_\_\_  
Pat Anderson, City Attorney