

INTERLOCAL COOPERATION AGREEMENT  
BY AND AMONG THE CITY OF GRANITE FALLS, GRANITE FALLS SCHOOL  
DISTRICT NO. 332 AND SNOHOMISH COUNTY FIRE DISTRICT NO. 17 FOR  
PURCHASE AND USE OF ELECTRONIC MESSAGE BOARD

THIS AGREEMENT (the "Agreement") is entered into by and between The City of Granite Falls, a political subdivision of the State of Washington (the "City"), Granite Falls School District No. 332, a municipal corporation of the State of Washington (the "School District") and Snohomish County Fire District No. 17, a municipal corporation of the State of Washington (the "Fire District").

RECITALS

WHEREAS, the elected officials for each entity has directed the agency representatives to work with other agencies to create partnerships toward increased public awareness; and

WHEREAS, the Mayor, School Superintendent and Fire Chief have determined that it is necessary and is in the best interest of community residents to participate in joint partnerships to increase communications, announcements and emergency notifications; and

WHEREAS, the City, School District and Fire District desire to partner in the purchase and use of an electronic message board at a location determined by all three entities.

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

1. Purpose. The purpose of this Agreement is to facilitate the parties' mutual purchase and use of an electronic message board (the "message board") to be located at a location determined by all three entities. Neither the City, School District nor the Fire District intend to assume, or expect to gain, any greater responsibility or liability than that imposed through the limited nature of this Agreement.

2. Term. This Agreement shall be effective as of the date of the filing of this Agreement with the Snohomish County Auditor as required by RCW 39.34.040. The term of this Agreement shall end at such time as the parties mutually determine that the Message Board is no longer useable or requires replacement, unless earlier terminated pursuant to the terms of this Agreement.

3. Ownership. The message board and all related equipment shall be owned equally by the City, School District and Fire District.

4. Insurance. The City, School District and Fire District shall each maintain 33 and 1/3% insurance necessary to ensure the message board against loss which shall include

protection against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement.

5. Purchase. The School District shall purchase a two-view electronic message board with dimensions of 3'10" Height x 7'10" Width x 8" Depth and all related equipment.

6. Installation. The City, School and Fire District will coordinate and facilitate the installation of the electronic message board.

7. Permitting. The City shall obtain all necessary permits on behalf of the entities in order to construct and install the message board.

8. Operation and Maintenance. The School District shall operate and maintain the message board.

9. Capital Contribution. The City and Fire District shall each be responsible for THIRTY-THREE and ONE-THIRD PERCENT (33 and 1/3%) OF THE MESSAGE BOARD PURCHASE PRICE to the School District. Said sum shall be paid to the School District within thirty (30) days from written confirmation of the message board purchase and submission of an invoice together with documentation of the cost of the message board.

10. Other Contributions. The City, School District and Fire District shall each be responsible for THIRTY-THREE and ONE-THIRD PERCENT (33 and 1/3%) OF THE INSTALLATION, PERMITTING, COMMUNICATION LINK, ANNUAL MAINTENANCE and any other necessary expense associated with the operation and maintenance of the message board including costs of removing the message board. Said sums shall be paid to the School District within thirty (30) days from the date the School District invoices the other parties, such invoices shall be accompanied by documentation of the costs incurred by the School District.

11. Use of Message Board. Throughout the term of this Agreement, the City, School District and Fire District shall equally share space on the message board:

The content posted on the electronic message board shall conform to the use guidelines agreed to by all parties and covered in a separate document identified as LED Message Board Use Guidelines.

A Committee consisting of at least one and no more than two elected or appointed officials from each entity shall be comprised to review and make mutually agreeable changes to the LED Message Board Use Guidelines.

12. 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.

13. 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.

14. Termination.

(a) Termination for Breach. If any party breaches any of its obligations hereunder, and fails to cure the same within thirty (30) days of written notice to do so by the other, the non-breaching parties may terminate the breaching party's participation in this Agreement.

(b) Failure of Funding. The obligations of the parties are each contingent upon sufficient legislative appropriation being made by each party to support this agreement during each party's current and subsequent fiscal years. In the event of failure of funding, any party may terminate its participation in this Agreement upon thirty (30) days' written notice to the other party.

(c) Other Rights Not Affected. A party's termination of its participation in this Agreement shall not affect the rights of the parties under Sections 4 and 12 in addition, any party whose participation has been terminated shall remain responsible for any subsequent message board removal costs. A party whose participation has been terminated shall forfeit all ownership interests in the message board.

(d) Property Ownership on Termination. If this agreement is terminated by all parties prior to removal of the message board, the parties to the agreement at the time of

termination shall be entitled to receive the value of their proportional ownership share in the message board.

15. 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 City:           City of Granite Falls  
                                  Mayor  
                                  PO Box 1440  
                                  Granite Falls, WA 98252

If to the School District:   Granite Falls School District  
                                  Superintendent  
                                  205 N Alder Avenue  
                                  Granite Falls, WA 98252

If to the Fire District       Snohomish County Fire District 17  
                                  Fire Chief  
                                  PO Box 1049  
                                  Granite Falls, WA 98252

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

16. 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.

17. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement including but not limited to all laws related to public works.

18. 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.

19. Authority. Each party represents that it has full and sufficient authority to execute this Agreement on its behalf.

20. 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.

21. 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.

22. 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.

23. Recording. Upon mutual execution, the Parties shall file the original of this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040.

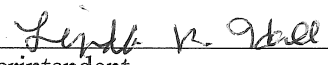
"CITY"

"SCHOOL DISTRICT"

CITY OF GRANITE FALLS:

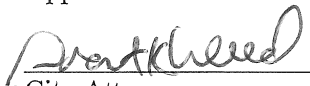
GRANITE FALLS SCHOOL  
DISTRICT NO. 332:

  
\_\_\_\_\_  
Mayor

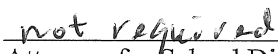
  
\_\_\_\_\_  
Superintendent

Approved as to form only:

Approved as to form only:

  
\_\_\_\_\_  
City Attorney


9-17-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Attorney for School District

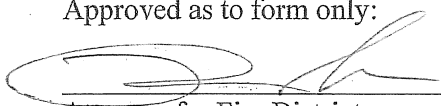
9/18/14  
\_\_\_\_\_  
Date

"FIRE DISTRICT"

SNOHOMISH COUNTY FIRE DISTRICT #17

  
\_\_\_\_\_  
Fire Chief

Approved as to form only:

  
\_\_\_\_\_  
Attorney for Fire District