

**INTERLOCAL AGREEMENT
BETWEEN THE SNOHOMISH HEALTH DISTRICT
AND
CITY OF ARLINGTON
RELINQUISHING OF POTENTIAL CLAIM OF OWNERSHIP OR FINANCIAL INTEREST IN THE
RUCKER BUILDING**

This Interlocal Agreement is entered into pursuant to Chapter 39.34 RCW by and between the SNOHOMISH HEALTH DISTRICT, a Washington Municipal Corporation (the Health District) and CITY OF ARLINGTON, a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of relinquishing any potential claim of ownership or financial interest in the Rucker Building located at 3020 Rucker Ave., Everett, Washington.

RECITALS

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the Snohomish Health District was originally established by resolution of Snohomish County Board of County Commissioners on November 24, 1958, with an effective date of January 1, 1959; and

WHEREAS, the Snohomish Health District is an independent municipal corporation, incorporated under the provisions of Chapter 70.46RCW with Snohomish County, and cities and towns within Snohomish County as members of the Snohomish Health District; and

WHEREAS, the Snohomish Health District, under provisions of RCW 70.46.100, has the power and authority to purchase, own, lease, and maintain real property and property rights necessary for the conduct of its affairs; and

WHEREAS, the County, along with the cities and towns, entered into an interlocal agreement executed on September 27, 1990 (the "1990 ILA"), to provide for the acquisition of a facility for the Snohomish Health District known as the "Rucker Building"; and

WHEREAS, the 1990 ILA provided for the financing of the purchase of the facility at 3020 Rucker Avenue in Everett, based on an equitable formula basis totaling \$5,150,000; and

WHEREAS, in 1995 the Snohomish Health District paid off the loan to acquire the building in full, thereby satisfying the terms of the 1990 ILA; and

WHEREAS, the deed and title to the Rucker Building are vested in the Snohomish Health District, and the Snohomish Health District has assumed all financial responsibility for utilities, ongoing operations and maintenance, and capital improvements; and

WHEREAS, the Snohomish Health District is interested in moving into a smaller building, either purchased or leased, with remaining dollars to be invested into a new capital fund; and

WHEREAS, the Snohomish Health District Board of Health unanimously approved Resolution 17-03 on January 10, 2017, signifying its intent to surplus and sell the Rucker Building, and encouraged the cities, towns, and Snohomish County to relinquish any potential ownership and financial interest; and

WHEREAS, public health is a shared responsibility, and an effective public health response to the threats to public health in Snohomish County which requires regional cooperation, participation and support from cities, towns and the County;

WHEREAS, cities, towns and the County have authority to make contributions toward the support of public health and such contributions benefit the public health and welfare of the citizens of such cities, towns and the County;

NOW, THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Health District agree as follows:

1. Purpose.

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to relinquish any potential ownership and financial interest in 3020 Rucker Avenue in Everett, Washington.

2. Term.

The term of this Agreement shall commence and be effective upon full execution and filing or recording pursuant to paragraph 15 below and shall continue indefinitely.

3. Responsibilities of the City and the Snohomish Health District.

A. Responsibilities of the City.

Within ten (10) calendar days of full execution of this agreement, the City agrees to execute a Quit Claim Deed in the form attached as Exhibit A conveying any and all interest, if any, the City may have in the real property known as the Rucker Building. The legal description of the subject property is encompassed within the Quit Claim Deed in Exhibit A. The executed Quit Claim Deed shall be sent to the Snohomish Health District for recording.

B. Responsibilities of the Snohomish Health District.

The Snohomish Health District agrees to use all net proceeds from the sale of Rucker Building to move into a smaller building, purchased or leased, with remaining proceeds to be placed into a new capital fund to be dedicated by the Snohomish Health District for operation and maintenance of said new building and associated property. If purchased, title to such new property shall be vested in Snohomish Health District.

4. Public Benefit.

The City has had the opportunity to conduct due diligence concerning its potential ownership and financial interest it may have, if any, to the Rucker Building and agrees to waive, relinquish and convey the same. The City and the Snohomish Health District agree that if the City does have a financial or ownership interest in the Rucker Building, that such interest is of approximately equal or lesser value than the public health services provided by the Snohomish Health District to the City and its citizens.

5. Legal Requirements.

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

6. Public Disclosure Laws.

The City and the Snohomish Health District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

7. 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 of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance as the case may be upon request.

8. Indemnification.

The Snohomish Health District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or Snohomish Health District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the Snohomish Health District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the Snohomish Health District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

9. Notices.

Any notice to be given to the Snohomish Health District under this Agreement shall be either mailed or personally delivered to:

Snohomish Health District
3020 Rucker Avenue, Ste 306
Everett, WA 98201

Any notice to the City shall be mailed or hand delivered to:

City of Arlington
City Clerk
238 N. Olympic Avenue
Arlington, WA 98223

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

10. Venue.

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

11. Disputes.

The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

12. No third party beneficiaries; no joint venture.

This Agreement is for the sole benefit of the City and Snohomish Health District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

13. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

14. Severability.

- A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

15. Filing.

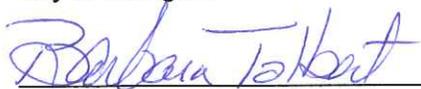
As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

16. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

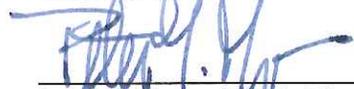
16. Effective Date. Feb. 21, 2017

City of Arlington



Barbara Tolbert, Mayor

Snohomish Health District



Peter M. Mayer, Deputy Director

ATTEST:



Kristin Banfield, City Clerk

ATTEST:



Linda Tolbert

Approved as to Form:



Steven J. Peiffle, City Attorney

Approved as to Form:



Chris Adams Health District Attorney