

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 8, 2013

AGENDA ITEM: Interlocal Agreement with City of Granite Falls for Outdoor Video Services	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Inter Local Agreement	
BUDGET CODE:	AMOUNT: \$1,050.00

SUMMARY:

The City of Granite Falls has requested Marysville Parks and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Granite Falls is hosting three free events on city owned property. Marysville Parks and Recreation has agreed to provide equipment and staff to present each film at a cost of \$350.00 per event, payable by the City of Granite Falls.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Granite Falls and City of Marysville to clearly define services provided by Marysville Parks and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for June 22, July 5 and August 2, 2013

RECOMMENDED ACTION:
Staff recommends the City Council authorize the Mayor to sign the attached Interlocal Agreement between the City of Granite Falls and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GRANITE FALLS,
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective June 1, 2013 between the City of Granite Falls, a Washington municipal corporation, herein after referred to as “GRANITE FALLS” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of GRANITE FALLS is the organizer/host jurisdiction of outdoor movie presentations, herein after referred to as “Flicks at the Falls”; specifically but not limited to films selected, provided and licensed by City of GRANITE FALLS and presented on June 22, 2013, July 5, 2013 and August 2, 2013; and

WHEREAS, the City of Granite Falls is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUT DOOR VIDEO equipment, staff and vehicles to provide OUT DOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of GRANITE FALLS desires to utilize the City of MARYSVILLE’S OUT DOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUT DOOR VIDEO SERVICES to the City of GRANITE FALLS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, GRANITE FALLS and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

A. MARYSVILLE agrees to provide OUT DOOR VIDEO SERVICES to GRANITE FALLS as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of GRANITE FALLS at least 48 hours before the event if not able to provide personnel and/ or equipment.

1. MARYSVILLE will provide OUT DOOR VIDEO SERVICES to GRANITE FALLS.

2. MARYSVILLE will provide the video equipment, personnel and vehicles to transport the equipment and personnel to GRANITE FALLS.

MARYSVILLE personnel will operate the video equipment and vehicles.

B. GRANITE FALLS will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The dates for **Flicks at the Falls** will be:

1. Saturday, June 22, 2013
2. Friday, July 5, 2013
3. Friday, August 2, 2013

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that GRANITE FALLS staff providing services pursuant to this Agreement are acting in their official capacity as employees of GRANITE FALLS and shall be under the exclusive direction and control of GRANITE FALLS.

F. GRANITE FALLS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. GRANITE FALLS, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to MARYSVILLE the authority to perform on GRANITE FALLS'S behalf those services as provided in this Agreement.

2. COMPENSATION / FEES

A. GRANITE FALLS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$350 per date for a total of \$1,050 for the series.

B. GRANITE FALLS will pay MARYSVILLE 25% of the event fee in the event GRANITE FALLS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill GRANITE FALLS monthly and GRANITE FALLS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. GRANITE FALLS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of GRANITE FALLS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend GRANITE FALLS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, GRANITE FALLS, or other person and all property owned or claimed by MARYSVILLE, GRANITE FALLS, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or GRANITE FALLS, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

A. MARYSVILLE INSURANCE

1. MARYSVILLE shall maintain public liability insurance for the protection of the public. MARYSVILLE is a member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from MARYSVILLE to GRANITE FALLS. Reduction or cancellation of the insurance shall render this Agreement void.
3. MARYSVILLE shall provide GRANITE FALLS proof of insurance with either a letter or certificate of insurance from WCIA verifying MARYSVILLE as a member. Proof of insurance shall be approved by GRANITE FALLS prior to MARYSVILLE providing any services under the terms of this Agreement. At the request of GRANITE FALLS, a copy of the policy will be provided.

B. GRANITE FALLS INSURANCE

1. GRANITE FALLS shall maintain public liability insurance for the protection of the public. GRANITE FALLS is a member and insured through the Cities Insurance Association of Washington and shall maintain its membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from GRANITE FALLS to MARYSVILLE. Reduction or cancellation of the insurance shall render this Agreement void.
3. GRANITE FALLS shall provide MARYSVILLE proof of insurance with either a letter or certificate of insurance from Cities Insurance Association of Washington verifying GRANITE FALLS as a member. Proof of insurance shall be approved by MARYSVILLE prior to GRANITE FALLS providing any services under the terms of this Agreement. At the request of MARYSVILLE, a copy of the policy will be provided.

C. GRANITE FALLS insurance shall be considered primary for the purposes of this agreement.

6. INDEPENDENT CONTRACTOR

A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between GRANITE FALLS and MARYSVILLE or any of GRANITE FALLS's or MARYSVILLE's agents or employees.

GRANITE FALLS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by GRANITE FALLS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

B. Nothing in this Agreement shall make any employee of GRANITE FALLS a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded GRANITE FALLS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a GRANITE FALLS employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney' fees incurred in such action.

B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

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

8. DURATION / TERMINATION / NOTICE / EMERGENCY NOTICE

A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.

B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

C. Notices

1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of GRANITE FALLS:
206 South Granite Avenue / P.O. Box 1440
Granite Falls, WA 98252

2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:
Name: Jim Ballew, Parks Director Phone Numbers: 425-754-4021

GRANITE FALLS:
Name: A City of Granite Falls official or employee to be named.

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of

MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within GRANITE FALLS under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF GRANITE FALLS

JON NEHRING, Mayor

HAROON SALEEM, Mayor

Date:

Date:

Attest

Attest:

SANDY LANGDON, City Clerk
Approved as to form:

DARLA REESE, City Clerk
Approved as to form:

GRANT K. WEED. WSBA 11243
Attorney for the City of MARYSVILLE

Cheryl Beyer, City Attorney
Attorney for City of GRANITE FALLS