

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 13, 2015**

<b>AGENDA ITEM:</b> INTERLOCAL AGREEMENT BETWEEN THE CITY OF SNOHOMISH AND THE CITY OF MARYSVILLE FOR OUT DOOR VIDEO SERVICES	AGENDA SECTION:	
<b>PREPARED BY:</b> Jim Ballew	<b>APPROVED BY:</b> J. Ballew	
<b>ATTACHMENTS:</b> Interlocal Agreement		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

The City of Snohomish 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 Snohomish is hosting four 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 \$600.00 per event, payable by the City of Snohomish.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Snohomish 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:

1. Friday July 24, 2015
2. Friday, July 31, 2015
3. Friday August 7, 2015
4. Friday August 14, 2015

<b>RECOMMENDED ACTION:</b> Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Snohomish and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SNOHOMISH  
AND THE CITY OF MARYSVILLE  
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective July 13, 2015 between the City of Snohomish, a Washington municipal corporation, herein after referred to as "SNOHOMISH" 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**, SNOHOMISH is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of SNOHOMISH and presented on July 24, July 31, August 7 and August 14, 2015 ; and

**WHEREAS**, Snohomish is the owner of the property where the movie will be shown to the community for free; and

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

**WHEREAS**, SNOHOMISH desires to utilize the MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

**WHEREAS**, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for MARYSVILLE to provide OUTDOOR VIDEO SERVICES to SNOHOMISH 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, SNOHOMISH and MARYSVILLE agree as follows:

**1. SCOPE OF SERVICES**

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to SNOHOMISH 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 SNOHOMISH at least 48 hours before the event if it is not able to provide personnel and/ or equipment.

1. MARYSVILLE will provide OUTDOOR VIDEO SERVICES to SNOHOMISH.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to SNOHOMISH. MARYSVILLE personnel will operate the video equipment and vehicles.

#### 4. INDEMNIFICATION AND LIABILITY

##### A. Indemnification:

1. SNOHOMISH 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 SNOHOMISH in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend SNOHOMISH, 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, SNOHOMISH, or other person and all property owned or claimed by MARYSVILLE, SNOHOMISH, 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 SNOHOMISH, 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 intentional or 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

## 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 SNOHOMISH:  
116 Union Avenue  
Snohomish, WA 98290

- 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 Number: 425-754-4021

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

**CITY OF MARYSVILLE**

**CITY OF SNOHOMISH**

\_\_\_\_\_  
JON NEHRING, Mayor

  
\_\_\_\_\_  
Larry Bauman, City Manager

Date:

Date: 6/17/15

Attest

Attest:

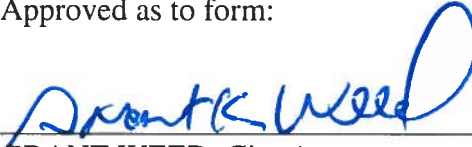
\_\_\_\_\_  
SANDY LANGDON, City Clerk

  
\_\_\_\_\_  
TORCHIE COREY, City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
JON WALKER, City Attorney  
Attorney for the City of MARYSVILLE

  
\_\_\_\_\_  
GRANT WEED, City Attorney  
Attorney for City of SNOHOMISH