


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 24, 2017

AGENDA ITEM:	
Interlocal Agreement with Marysville School District for Facility Maintenance	
PREPARED BY:	DIRECTOR APPROVAL: 
Jake Wetzel, Interim Water Const/Streets Manager	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Interlocal Agreement between Marysville School District No. 25 and City of Marysville	
BUDGET CODE:	AMOUNT:
	N/A
SUMMARY:	

This interlocal agreement between the City of Marysville and the Marysville School District No. 25 would allow the District to request the City to perform maintenance work on School District access drives and parking lots. The City's performance of the services may be limited by the availability of the City's personnel, tools, or equipment. Under the agreement, the District will reimburse the City for its costs of such maintenance work.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Interlocal Agreement with the Marysville School District No. 25 related to the maintenance of the District's access drives and parking lots.

**INTERLOCAL AGREEMENT BETWEEN
MARYSVILLE SCHOOL DISTRICT NO. 25
AND THE CITY OF MARYSVILLE
REGARDING FACILITY MAINTENANCE**

This Interlocal Agreement (the "Agreement") is entered into by and between the Marysville School District No. 25, a Washington municipal corporation, (the "District") and the City of Marysville, a Washington municipal corporation, (the "City").

WHEREAS, the District owns and operates facilities located in and around the City; and

WHEREAS, the City provides municipal services to residents in and around the City including, specifically, maintaining roadways and road surfaces; and

WHEREAS, the City has the materials, supplies, tools, equipment, and experienced workers necessary to maintain the District's access drives and parking lots; and

WHEREAS, the public good would be served by the City and the District cooperating in the maintenance and repair of the District's access drives and parking lots; and

WHEREAS, pursuant to the powers accorded the District and the City by Chapter 39.34 RCW, the District and the City possess the authority to execute an interlocal cooperation agreement for this purpose;

NOW, THEREFORE, in consideration of the mutual benefits of this Agreement, the parties agree as follows:

1. Purpose and Objective. The purpose of this Agreement is to define the terms and conditions under which the City will maintain District access drives and parking lots and the terms and conditions under which the District will reimburse the City for its costs of maintaining District access drives and parking lots.

2. No Joint Venture or Separate Entity. No joint venture or partnership is formed as a result of this Agreement and no separate entity is created. The relationship of the parties is set forth in this Agreement.

3. Administration. The District may request the City to perform maintenance or repair services. Thereafter, the City will have authority to perform the services in the manner it deems appropriate. The District has the authority to accept the services or request further services from the City. Each party shall retain all authority governing standards of performance, control of personnel, and other matters with regards to their employees and nothing shall be interpreted as creating any employer-employee relationship or as modifying any existing employer-employee relationship.

4. Powers, Rights, and Responsibilities of the Parties.

- a. The District has the sole obligation to identify any necessary maintenance or repair services on District Property. The City does not have any obligation to

inspect the District's access drives and parking lots. If the District identifies necessary maintenance or repair services, the District may request, through the City's representative, that the City perform the necessary services.

- b. The District shall define the scope of the maintenance or repair services requested. The maintenance and repairs may include asphalt patching, thermoplastic striping, painting, sweeping, and sand and deicer application in inclement weather.
- c. Upon receiving a request for a set scope of services, the City will provide an estimate of the time and cost to perform the services identified. The City will make a reasonable effort to complete the requested services within the estimated time.
- d. The City will promptly notify the District if the City is not able to perform the requested services. The City's performance of the services may be limited by the availability of the City's personnel, tools, or equipment. Upon receiving an estimate, the District may authorize the City to perform the maintenance or repair services or elect to use outside contractors.
- e. All maintenance and repair services authorized by the District will be performed by City employees and shall occur at the control and direction of the City. The City will obtain all necessary materials, supplies, tools, equipment, and personnel necessary to perform the services. The City will own all materials, supplies, tools, and equipment acquired in the course of performing the services, provided, however, that the District will take ownership of all materials upon accepting the services. As an alternative to obtaining necessary materials, the City may utilize District provided materials that they are satisfactory to the City, in the sole discretion of City's Representative identified in Section 6. In the event the City utilizes District provided materials, the City will not in any manner own the materials and will not charge the District for any material costs.
- f. After the City completes the services, the District shall inspect the services performed and shall verify that the services meets the District's expectations. If the services performed do not meet the District's expectations, the District shall immediately provide the City notice and may request that the City perform additional services to satisfy the District's expectations. In any event, the District has the sole responsibility for assuring that the services satisfy the District's expectations, are acceptable to the District, and are adequately performed.
- g. The District agrees to pay the City the City's cost of performing the services including employee wages and the cost of supplies and materials utilized at the time that the services are performed.
- h. Upon the City completing the requested services, the City will bill the District for the value of the services performed and the cost of any materials.
 - i. Labor performed by City employees will be billed based upon the time spent by the employee and the employee's hourly rate of pay inclusive of

wages and benefits. By way of example only, current employee wage rate ranges are shown in the attached Exhibit A for positions anticipated to perform services under this Agreement.

ii. Materials and supplies will be billed at the total cost to the City at the time of acquisition (including applicable taxes).

i. The District will pay bills promptly and generally within thirty (30) days of receipt from the City. Any portion of a bill which is outstanding for more than forty-five (45) days from the date of billing shall accrue interest at a rate of one percent (1%) per month.

5. Duration. This Agreement shall commence upon the execution of the Agreement by the parties and shall continue until December 31, 2017. The Agreement shall automatically renew for successive one year terms (from January 1 to December 31) up to a maximum of five years (December 31, 2021), unless earlier terminated under Section 6.

6. Party Representatives.

City's Representative	District's Representative
Streets & Water Construction Manager 80 Columbia Ave Marysville, WA 98270 Currently: Jake Wetzel (360) 363-8160	Facilities Supervisor 4220 80th St NE Marysville, WA 98270 Currently: Greg Dennis (360) 965-0136

7. Termination and Modification.

- a. This Agreement may be terminated by either party, for convenience at any time, by delivering written notice of termination to the other party's representative. The notice of termination is effective thirty (30) days following receipt. If the notice is delivered by mail, the notice of termination is deemed to have been received three business days after it is placed in the postal system with the correct address and correct postage.
- b. This Agreement may be modified or terminated at any time by mutual written agreement of the parties.
- c. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the powers, rights, and responsibilities set forth in this Agreement are breached by the other party.

8. Indemnification.

- a. Each party assumes responsibility and liability for the acts and omissions of its officials, officers, employees, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement.

- b. The City agrees to defend, indemnify, and hold harmless the District, its officials, officers, employees, and agents from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the City, its officials, officers, employees, or agents. The District agrees to defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its officials, officers, employees, or agents.
- c. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this Agreement is the agent of the other party.
- d. The indemnification, protection, defense, and hold harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.
- e. No liability shall attach to the City or the District by reason of entering into this Agreement except as expressly provided herein.

9. Dispute Resolution. In the event of any dispute or difference arising between the parties by reason of this Agreement, the dispute or difference shall be resolved jointly by the City's Mayor and the District's Superintendent or their designees. Such decision shall be arrived at as expeditiously as possible. If the Mayor and Superintendent are unable to resolve the dispute, the parties may resolve the dispute by a mutually agreed upon dispute resolution process of mediation or arbitration.

10. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create such rights.

11. Entire Agreement. This Agreement represents the entire integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with regard to activities within the scope of this Agreement that occur subsequent to the execution of this Agreement.

12. General Provisions.

- a. The parties shall comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement.
- b. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.


- c. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.
- d. 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 and made public as provided in RCW 39.34.040.
- e. This Agreement was negotiated by the parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either party. All words used in this singular shall include the plural; the present tense shall include the future these; and the masculine gender shall include the feminine and neuter gender.
- f. The parties hereby agree that approved representatives of the parties shall have access to any books, documents, papers, and records of the other party, which are pertinent to this Agreement and not privileged or otherwise exempt from disclosure, for the purposes of making audits, examinations, excerpts, and transcriptions.
- g. The parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other party.

Dated this ____ day of _____, 2017.

CITY OF MARYSVILLE

MARYSVILLE SCHOOL DIST. NO. 25

Jon Nehring, Mayor



Dr. Becky Berg, Superintendent

Attest:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

APPROXIMATE CITY EMPLOYEE WAGE RATE

By way of example only, current wage rate ranges for City employees who may perform services under this Agreement are provided. In no event will the City be limited by the rates included below and the City will bill the District for the total cost of the services performed, including each employee's current hourly wage, inclusive of benefits. The City makes no assurance that the City employees performing services to the District will fall within the wage ranges provided as examples.

Street Department

Maintenance Worker I: \$55.26 to \$84.09

Maintenance Worker II: \$68.34 to \$86.75

Lead Worker I: \$73.03 to \$92.79

Lead Worker II: \$79.01 to \$100.39