INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MEDINA AND THE TOWN OF BEAUX ARTS VILLAGE
FOR THE PROVISION OF PUBLIC WORKS AND MAINTENANCE SERVICES

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into by and between the City of Medina ("**City**") and the Town of Beaux Arts Village ("**Town**"), collectively referred to as "**Parties**" and individually as "**Party**," pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act.

WHEREAS, the Parties are both "public agencies" within the meaning of RCW 39.34.020 and are authorized to enter into interlocal agreements for the provision of services; and

WHEREAS, the Town has requested that the City provide certain public works services subject to payment for such services; and

WHEREAS, the Parties desire to memorialize their relationship and set forth the terms and conditions under which the City will provide certain maintenance and public works services to the Town; and

WHEREAS, the Parties find that entering into this Agreement is in the best interests of their respective residents and will promote efficiency, cost-effectiveness, and continuity of public services;

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

I. PURPOSE OF AGREEMENT. The purpose of this Agreement is for the City to provide certain public works services on an on-call basis as City's availability permits, as further described herein, to the Town and for the Town to compensate the City for such services, consistent with the Parties past practices and mutual understanding.

II. SERVICES. The services to be provided by the City to the Town may include but are not limited to the following ("**Services**"):

a. Removal of snow from Town streets, roads, and rights-of-way;
b. Replacement of traffic-control signals and street signage located on Town streets, roads, and rights-of-way;
c. Removal of residual tree debris from Town streets, roads, and rights-of-way following downed tree removal by the Town and or the Bellevue Fire Department;
d. Coordination of emergency response for storm drain blockage or backup; and
e. Emergency maintenance or restoration activities that the Parties mutually agree can be performed by the City in a timely and cost-effective manner.

III. AUTHORIZED REPRESENTATIVES. The following individuals are designated as representatives for the respective Parties. The representatives shall be responsible for

administration of this Agreement and for coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the Party making the change shall notify the other Party.

City of Medina:
Ryan Osada, Public Works Director
501 Evergreen Pt Rd
Medina, WA 98039
425-233-6439
rosada@medina-wa.gov

Town of Beaux Arts Village:
Aletha Howe, Mayor
10550 SE 27th St
Beaux Arts, WA 98004
ahowes@beauxarts-wa.gov

IV. REQUESTS FOR SERVICES. The authorized Town representative shall request Services by contacting the City Public Works Director and providing a description of the nature and scope of the Services being requested. If the original request is made orally, including by telephone, the request shall subsequently be confirmed in writing, email included, to ensure an adequate written record of the request. The City reserves the right to deny requests for Services as determined by the City Public Works Director.

V. COMPENSATION. The Town shall pay the City for Services rendered at the hourly rates published in the City's adopted fee schedule and at the City's actual cost for materials and equipment used in providing the Services.

VI. INVOICING AND PAYMENT. The City shall submit an invoice to the Town Clerk within thirty (30) days of completion of any Services. The Town shall remit payment to the City within thirty (30) days of receipt of any invoice.

VII. ADMINISTRATION. No separate legal or administrative entity is created by this Agreement. Each Party shall administer this Agreement within its own organization and shall remain responsible for compliance with all applicable laws.

VIII. INDEMNIFICATION; INSURANCE.

a. **Indemnification by Town.** The Town shall indemnify, defend, and hold harmless the City, its officials, officers, employees, and agents against any and all claims,

demands, damages, losses, or liabilities, including reasonable attorneys' fees and costs, arising out of or resulting from the negligence or misconduct of the Town, its officers, employees, agents, or contractors, in the performance of Services under this Agreement, except to the extent such claims arise from the negligence or willful misconduct of the City.

b. **Indemnification by City.** The City shall indemnify, defend, and hold harmless the Town, its officials, officers, employees, and agents against any and all claims, demands, damages, losses, or liabilities, including reasonable attorneys' fees and costs, arising out of or resulting from the negligence or misconduct of the City, its officers, employees, agents, or contractors, in the performance of Services under this Agreement, except to the extent such claims arise from the negligence or willful misconduct of the Town.

c. **Waiver.** The Parties expressly waive, as between themselves only, any immunity that may be available under Title 51 RCW to the extent permitted by law and solely for the purposes of claims between the Parties arising out of performance of this Agreement. This waiver is made pursuant to RCW 39.34.030(1) and shall not be construed to affect or diminish the rights or benefits of any employee of the Town or City under Title 51 RCW, nor shall it apply to claims by or on behalf of any employee or third party. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

d. **Title 4 RCW.** Notwithstanding the provisions of (a) above, in the event a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the City, its officers, officials, employees, volunteers, and agent, and the Town, its officers, officials, employees, volunteers, and agents, then the Town's liability, including any duty and cost to defend hereunder shall be only to the extent of the each Party's negligence, and the other Party's liability, including any duty and cost to defend hereunder shall be only to the extent of that Party's negligence.

e. **Claims Handling.** Claims made pursuant to this Section shall be tendered to each Party's risk pool in accordance with that Party's coverage agreement and applicable risk-pool procedures.

f. **Insurance.** Each Party shall maintain liability coverage through a governmental risk pool, commercial insurance, self-insurance, or another legally permissible form of coverage, in amounts and subject to address its liability and obligations arising under this Agreement. Each Party shall be responsible for maintaining such coverage throughout the term of this Agreement.

DRAFT

IX. TERM AND TERMINATION.

a. The term of this Agreement begins on the date last executed below. This Agreement shall automatically renew on January 1 of each successive calendar year unless written notice of termination is provided to either Party at least ninety (90) days prior to expiration of the then-current term.

b. Either Party may terminate this Agreement upon thirty (30) days written notice. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be commenced and maintained in the Superior Court of King County.

XI. WAIVER. A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.

XII. CHANGES, MODIFICATIONS, AND AMENDMENTS. This Agreement may be changed, modified, or amended, or waived only by written agreement signed by each Party's authorized representatives and adopted by resolution of each Party's legislative authority as provided in Chapter 39.34 RCW.

XIII. SEVERABILITY. If any portion of this Agreement is declared invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

XIV. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

XV. APPROVAL BY GOVERNING BODIES. The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.

XVI. FILING. This Agreement shall be filed or posted to the Parties' public websites, pursuant to RCW 39.34.040.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

CITY OF MEDINA

_____
Jeff Swanson, City Manager

ATTEST / AUTHENTICATED:

_____
Dawn Nations, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Robertson, City Attorney

TOWN OF BEAUX ARTS VILLAGE

_____
Aletha Howes, Mayor

ATTEST / AUTHENTICATED:

_____
Amy Myhre, Town Clerk

APPROVED AS TO FORM:

_____
David Linehan, Town Attorney

DRAFT