

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF MOUNTLAKE TERRACE
AND
EDMONDS SCHOOL DISTRICT NO. 15
FOR JOINT INSTALL, MAINTENANCE AND OPERATION
OF AN ELECTRONIC READER BOARD SIGN**

This Agreement is created under the authority of Chapter 39.34 RCW of the Interlocal Cooperation Act (“Agreement” or “License”) and is entered into on this ____ day of December, 2018 by and between the Edmonds School District #15 and the City of Mountlake Terrace, both municipal corporations under the laws of the State of Washington (individually “Party” and collectively “Parties”), hereafter referred to as “District” and “City” respectively.

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between government agencies; and

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) two or more public entities may contract with one another to perform governmental services which each is by law authorized to perform; and

WHEREAS, the Parties to this Agreement each have the power and authority to individually perform the task and activities of this Agreement; and

WHEREAS, the City and District desire to partner financially and operationally to install, maintain and operate a new city owned electronic reader board; and

WHEREAS, the District desires to utilize the electronic reader board for academic purposes, and the City desires to utilize the electronic reader board for recreation, park and city use located at the corner of 56th and 228th Street SW, Mountlake Terrace, WA 98043.

NOW THEREFORE, the Parties agree as follows:

1. Purpose. By entering into this Agreement, the Parties intend to set forth the City and District roles and responsibilities in regards to the purchase, installation, use, maintenance and operation of an electronic reader board to be located in city right of way at the southeast corner of 56th and 228th Street.

2. Term. This Agreement shall take effect on the ____ day of _____, 201__ (“Effective Date”), and shall continue in full force and effect until December 31, 2023. Unless terminated earlier as provided herein, this Agreement may be renewed for two (2) successive five-year periods by mutual written agreement. Ninety (90) days prior to the end of calendar year 2023 and prior to the end of each renewal(s) period(s) thereafter, each Party shall provide written notice of its intent to renew this Agreement.

3. Scope. The City and District shall financially participate in the purchase, installation, use, operation and maintenance of an electronic reader board to be installed in city right of way at 228th Street Southwest and 56th Ave. West.

3.1 The District shall:

3.1.1 Financially contribute 50% of the purchase costs of the electronic reader board to the City.

3.1.2 Financially contribute 50% of the installation costs to the City (see Exhibit A).

3.1.3 Financially contribute 50% of incurred operation, repair, and maintenance costs to the City. For repair costs estimated to be greater than \$1,500 the City shall notify the District in advance of repair. Provided, however, the City shall proceed with repair at its discretion to ensure the proper and continued operation of the electronic reader board.

3.1.4 Financially contribute 50% of the removal and disposal costs of the electronic reader board at the end of its useful life to the City. Upon the disposal of the electronic reader board the City and District shall meet to discuss an agreement upon mutually agreed terms for a replacement electronic reader board.

3.1.5 By the first (1st) and fifteenth (15th) of each month during the term of this Agreement provide the City with a request and the District information to post on the electronic reader board. In the event of emergency or special occurrences the City will make reasonable efforts to update the electronic reader board information within 24 hours of being notified by District.

3.2 The City shall:

3.2.1 Purchase electronic reader board.

3.2.2 Install or cause to be installed the electronic reader board.

3.2.3 Operate, maintain, and repair the electronic reader board as reasonably necessary.

3.2.4 Invoice the District for 50% of the actual purchase and installation costs.

3.2.5 Invoice the District for 50% of the actual operation, repair, and maintenance costs incurred.

3.2.6 Post District information received by the City to the electronic reader board within seven (7) days.

4. Payment. District shall pay City for costs incurred within 60 days from the date of receipt of a proper detailed invoice and supporting documentation.

5. Interlocal Cooperation Act Provisions.

5.1 Purpose. See Section 1 above.

5.2 Duration. In accordance with Section 2 above, this Agreement shall continue until December 31, 2023 unless terminated earlier herein or renewed by mutual agreement as provided.

5.3 Organization of Separate Entity and its Powers. No separate legal entity is intended to be created pursuant to this Agreement.

A. Administration of this Agreement shall be as set forth in Section 12 below.

B. The acquisition of real property is not anticipated under this Agreement. The Parties do not intend to jointly acquire or hold any real or personal property. Any real or personal property used or acquired by either Party in connection with its performance under the Agreement shall remain the sole property of such Party and the other Party shall have no interest therein.

5.4 Duty to File Agreement with County Auditor. The District shall, within ten (10) days after this Agreement is executed by both Parties, file this Agreement with the Snohomish County Auditor, or alternatively, listed by subject on its website or other electronically retrievable public source allowed in RCW 39.34.040.

6. Indemnification and Hold Harmless. Each of the Parties shall defend, indemnify, and hold the other Party, their officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions in performing under this Agreement or Contract. No Party will be required to defend, indemnify, or hold the other Party harmless if the claim, suit or action for injuries, death, or

damages is caused by the sole negligence of that party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each Party agrees that its obligations under this provision include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

7. Required Insurance. Each Party shall maintain its own insurance and/or self-insurance or equivalent insurance pool coverage 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 or equivalent insurance pool coverage shall not limit the liability of the indemnifying Party to the indemnified Party.

8. No Assignment without Authorization. Neither Party shall assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other Party. Written authorization shall not be unreasonably withheld.

9. Notice. Each notice or communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours to the Party to whom such communication is directed or three working (3) days after being sent by regular mail, to the following address:

City of Mountlake Terrace
c/o Director, Recreation & Parks Department
5303 228th St. SW
Mountlake Terrace, WA 98043

Edmonds School District #15
c/o Director, Facilities Operations
20420 68th Ave. W
Lynnwood, WA 98036

10. Dispute Resolution. If either Party claims that the other Party has breached any term of this Agreement, the following procedures shall be followed if and when informal communications, such as telephone conversations, emails or face to face meetings fail to satisfy the claiming Party, or one of the Parties elects to trigger the dispute resolution process at any time, in the event of disputes or disagreements concerning programming or uses.

A. The claiming Party's Designated Representative shall provide a written notice to the other Party's representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining Party alleges was violated.

B. The responding Party's Designated Representative shall respond to the notice in writing within fifteen (15) working days. The response shall state the responding Party's position as well as what, if any, corrective action the responding Party agrees to take.

C. The complaining Party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) working days of receipt of the responding Party's reply unless otherwise mutually agreed upon. If dissatisfied, the complaining Party shall call an in-person meeting to include the respective department directors. The meeting shall occur within a reasonable period of time and shall be attended by the designated representatives of each Party, and such others as they individually invite.

D. If the complaining Party remains dissatisfied with the results of the meeting, it shall then refer the matter to the District's Superintendent and City's City Manager, or their designees, for resolution. If the issue is not resolved at this level within thirty (30) days, then either Party may require in writing that

the matter shall be reviewed in a non-binding, structured mediation process developed on a cooperative basis by the Parties and the Parties shall consider in good faith any recommendations or settlements arising from such process. All of the steps preceding shall be a prerequisite to either Party suing under this Agreement for breach, specific performance, or any other relief related to this Agreement.

11. Severability. If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected but continue in full force.

12. Designated Representative. Each Party shall designate a person who shall be responsible for handling the administrative needs regarding the use of any facilities subject to this Agreement and the implementation of this Agreement. The City's Designated Representative shall be the Recreation and Parks Director. The District's Designated Representative is the Director of Facilities Operations.

13. Non-Waiver. The failure by either Party to insist on strict performance of or compliance with any term or condition of this Agreement by the other Party shall not constitute or be construed as a waiver or relinquishment of the Party's right thereafter to insist on strict performance of or compliance with that term or condition, or any other term or condition, of this Agreement, and the same shall continue in full force and effect.

14. Records. Each Party shall maintain records necessary to carry out the purposes of this Agreement in accordance with generally accepted accounting principles. Such records shall be available during normal working hours for review by the other Party, its accounting representatives, and the State Auditor.

15. No Agency Relationship. The Parties to this Agreement are independent entities. This Agreement does not and shall not be interpreted or construed to create any agency relationship between the Parties.


16. Interpretation/Venue. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action arising out of or related to this Agreement shall be in the Snohomish County Superior Court.

17. Entire Agreement. This Agreement is the entire Agreement between the Parties and supersedes and merges with any prior agreements of the Parties, written or oral. This Agreement shall be amended only in writing with the written Agreement signed by both Parties.

18. Effective Date of Agreement. The effective date ("Effective Date") of this Agreement shall be the last date that this Agreement is executed either by District or City.

For the City of Mountlake Terrace

For Edmonds School District #15

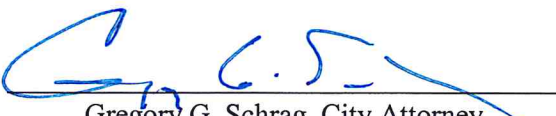


Scott Hugill
City Manager

E. Kristine McDuffy, Ed.D.
Superintendent

Date Signed: 12/21/18

Date Signed: _____

Approved as to Form: 

Gregory G. Schrag, City Attorney

[illegible]

I certify that I know or have satisfactory evidence that on this 21 day of December, 2018, Scott Hugill signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it, as the City Manager, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Susank Bead

Print Name:

Print Name: SUSAN. K. Read

Notary Public in and for the State of Washington,
residing at Shoreline, WA

My commission expires: 11-09-21

[illegible]

I certify that I know or have satisfactory evidence that on this ____ day of _____, 20____, _____ signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it, as the _____, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Print Name: _____
 Notary Public in and for the State of Washington,
 residing at _____
 My commission expires: _____

EXHIBIT "A"



|QUOTE

Ship to Address			Bill to Address		
City of Mountlake Terrace PW 6100 219TH St SW Ste 200 Mountlake Terrace WA			City of Mountlake Terrace 6100 219TH St SW Ste 200 Mountlake Terrace WA 98043-2222		
Quote Number		Quote Date		Days Quote Valid	
3430		01-30-2018		90	
Line	Size	Description	Qty	Unit Price	Extended
3430-001		LED Displays Supply GS8 2V 1'-7" x 8'-1" 19.8mm RGB displays. Fabricate filler pieces, paint black. Install displays to existing support pipe, installer filler pieces.	1.00	\$17,971.12	\$17,971.12
3430-002		Repaint existing support pipe and ID cabinet green.	1.00	\$692.33	\$692.33
3430-003		Fabricate two (2) 15" +/- x 8'-0" +/- white lexan faces with vinyl graphics.	1.00	\$1,373.39	\$1,373.39
3430-004		Install faces.	1.00	\$306.29	\$306.29
Total Before Tax					\$20,343.13

Please note: permits are at cost with a minimum charge of \$350.00 for the procurement fee. This is in addition to the quote total. Quote valid for 90 Days or Quote Expiration Date

Exclusions: tax, permits, parking permits, engineering, traffic control, credit check fee, and special inspections if required. Time clock not included in price. This is a requirement by the Cities of Seattle and Tacoma.

Assumptions: The quote is also based on easy access to the installation location with 120V power provided and a designated circuit being located up front for hook up and secondary wiring accessible.

Thanks for the opportunity to provide a proposal