

**INTERAGENCY AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF NORTH BEND FOR SNOW
REMOVAL SERVICES**

This Agreement is made and entered into this ____ day of _____, 2019 by and between KING COUNTY (hereinafter "County"), a municipal corporation and political subdivision of the State of Washington and the CITY OF NORTH BEND, a municipal corporation of the State of Washington (hereinafter "City" or "North Bend"), collectively referred to as the "Parties."

RECITALS

WHEREAS, RCW Ch. 39.34 authorizes the use of interlocal agreements to enable local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities; and

WHEREAS, the Director of Emergency Services for the City of North Bend, reported to the Office of the Mayor that conditions of extreme peril to the safety of persons and property arose within the City of North Bend as a result of severe winter storms consisting of persistent heavy snow and ice commencing on or about February 4, 2019 and continuing thereafter, which conditions have posed and continue to pose an immediate threat to the public health and safety; and

WHEREAS, Mayor Pro Tem Trevor Kostanich, acting on behalf of the Mayor of the City of North Bend, declared on February 12, 2019 that an emergency exists in North Bend; and

WHEREAS, County and City wish to contract for County to provide snow removal services to City;

NOW, THEREFORE, in consideration of these recitals and the mutual covenants herein, the parties agree as follows:

AGREEMENT

1. Scope and Purpose. The subject of this Agreement is snow removal within and upon the streets of the City of North Bend by County personnel and using County equipment.
2. Snow Removal Services. County shall provide snow removal services to North Bend beginning on February 12, 2019 and continuing until the City of North Bend Emergency Operations Center has determined that such services are no longer needed. The scope of such services shall be plowing snow within North Bend rights of way utilizing County snow plows and other equipment by County personnel under the direction of City of North Bend Emergency Operations Center staff.

King County - North Bend Snow Removal – Interlocal Agreement

North Bend shall pay County for such services upon invoicing by the County according to the rates sheet attached hereto as Exhibit A. County shall provide detailed invoices demonstrating the personnel working, the streets plowed by such personnel, and a detailed breakdown of the hours worked by County personnel in performing snow removal services within North Bend. The County shall be paid a total amount not to exceed One Hundred Thousand Dollars (\$100,000) without written modification of this Agreement signed by the City.

3. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein.
4. Indemnification.
 - a. North Bend shall indemnify, defend, and hold harmless County, its officers, officials, agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of North Bend, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of County, its agents, or employees caused or contributed thereto. In the event that County shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the City shall, in addition to indemnifying and holding County harmless from any liability, indemnify County for any and all expenses incurred by County in defending such claim or suit, including reasonable attorney's fees.
 - b. County shall indemnify, defend, and hold harmless North Bend, its officers, officials, agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of County, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of North Bend, its agents, or employees caused or contributed thereto. In the event that North Bend shall elect to defend itself against any claim or suit arising from such injury, death, or damage, County shall, in addition to indemnifying and holding North Bend harmless from any liability, indemnify North Bend for any and all expenses incurred by North Bend in defending such claim or suit, including reasonable attorney's fees.
5. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement that prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
6. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

King County - North Bend Snow Removal – Interlocal Agreement

7. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
8. Entire Agreement and Modifications. This Agreement constitutes the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.
9. Term and Termination. The term of this Agreement shall commence on the date first shown above and shall be in effect for a period of thirty (30) days or until snow removal services are no longer necessary, whichever is sooner. Sections 4 and 11 shall survive the termination of this Agreement.
10. Filing with Auditor and Interlocal Cooperation Act Compliance. This Agreement shall be filed with the King County Auditor or listed by subject on the City's website or other electronically retrievable public source, pursuant to RCW 39.34.040. No separate legal entity has been created pursuant to this Agreement, and the City and County do not intend to jointly acquire or hold title to property the under the terms of this Agreement. No employees or agents of the City or any of its Contractors or subcontractors shall be deemed, or represent themselves to be, employees of the County. Similarly, no employees or agents of the County shall be deemed, or represent themselves to be, employees of the City.
11. Insurance.
 - a. County represents that it maintains comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence, \$3,000,000 aggregate for personal injury and property damage and automobile insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. This requirement shall be deemed satisfied by evidence of County membership in a municipal self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the North Bend.
 - b. North Bend represents that it maintains comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence, \$3,000,000 aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of North Bend's membership in a municipal self-insurance pool including evidence of limits of coverage, exclusions, and limits of liability satisfactory to County.
12. Dispute Resolution. If a dispute arises between the parties concerning the performance of any provision of this Agreement or the interpretation thereof, the parties agree that each party shall designate a representative, and the designated representatives shall meet and attempt to resolve the dispute. This step may involve more than one meeting.

King County - North Bend Snow Removal – Interlocal Agreement

13. Discrimination Prohibited. Neither party shall discriminate against any employee or any person seeking service under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.
14. Applicable Law, Venue, and Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the venue shall be exclusively in the Superior Court for King County, Washington, and the substantially prevailing party shall be entitled to, in addition to any other relief, an award of attorney’s fees, expert witness fees, and costs of suit.
15. Administrators/Notices. The Administrators listed below, or their successors, shall be the persons responsible for administering this Agreement. The Administrators below, or their successors shall be the contact persons responsible for all notices and communications regarding the performance under this Agreement.

CITY OF NORTH BEND

KING COUNTY

Mark Rigos
Acting City Administrator
P.O. Box 896
North Bend, WA 98045

16. Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

CITY OF NORTH BEND

KING COUNTY

By: _____
Kenneth G. Hearing, Mayor

By: _____
Dow Constantine, Executive

Date: _____

Date: _____

Attest: _____
Susie Oppedal, City Clerk

Attest: _____

Approved as to Form:

Approved as to Form:

Eileen M. Keiffer, City Attorney

Office of the County Attorney