

**INTERLOCAL AGREEMENT BETWEEN
MARYSVILLE FIRE DISTRICT
AND THE CITY OF MARYSVILLE
REGARDING FACILITY LANDSCAPING MAINTENANCE**

This Interlocal Agreement (the “Agreement”) is entered into by and between the Marysville Fire District, a joint operation pursuant to an interlocal agreement, (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 that need landscaping maintenance; and

WHEREAS, the City has the materials, supplies, tools, equipment, and experienced personnel necessary to maintain the District’s landscaping; and

WHEREAS, the public welfare will be enhanced by the City providing landscaping services to the District.

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 landscaping and the terms and conditions under which the District will reimburse the City for its costs of maintaining District landscaping.

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 City will provide landscaping services. 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/Scope of Work. Beginning January 1, 2019, City will provide landscaping maintenance services to the following MFD locations: Stations 62 and 66 and the Administration Building. The City will service each location as set forth in Exhibit A. The District will pay the City \$2,000.00 per month payable on the last day of each month.

5. Duration. This Agreement shall commence January 1, 2019 and shall continue until December 31, 2019. 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, 2023), unless earlier terminated.

6. Party Representatives.

City's Representative	District's Representative
Gloria Hirashima Chief Administrative Officer 1049 State Avenue Marysville, WA 98270	Martin McFalls Fire Chief 1094 Cedar Ave Marysville, WA 98270

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 Chief Administrative Officer and the Fire Chief or their designees. Such decision shall be arrived at as expeditiously as possible. If the Chief Administrative Officer and the Fire Chief 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 19 day of DECEMBER, 2018.

CITY OF MARYSVILLE

MARYSVILLE FIRE DISTRICT




Jon Nehring, Mayor



Martin McFalls, Chief

Attest:



Tina Brock, Deputy City Clerk

Approved as to form:



Joh Walker, City Attorney

EXHIBIT A

Statement of Intent:

The Contractor is hereby made aware that Marysville Fire District anticipates that the landscaping maintenance at this site shall be of the very highest quality possible. All work to be performed within the scope of these specifications shall be strictly managed, executed and performed by city personnel using accepted horticultural standards and best management practices.

Scope of work:

Perform all work necessary utilizing acceptable horticultural practices for the landscape maintenance of the community. Such work includes, but is not limited to the following: Mowing, edging, and trimming of lawn area. Trimming and pruning of plant material. Weed elimination and edging of plant beds. Removal of debris from site. Fertilization.

Schedule of Facilities and Services

1) Administration Building: *1094 Cedar Avenue, Marysville*

Services to be performed:

Regular maintenance schedule based on attached hours estimate.

General grounds maintenance including mowing, edging, line trimming, blowing/clearing all hard surface areas, general loose garbage removal, vegetation grooming, weed/non planted vegetation control/removal.

Mow/cut grass. Edging and Trimming along hard surfaces and defined landscape breaks.

Maintain, Shape, trim, prune all; shrubs, plantings, ground cover, and small trees as necessary and directed.

Weed control through both preventative actions and physical removal. Maintain all flower beds/planting areas.

Removal and disposal of loose garbage and debris. Clear/Blow hard surfaces of debris (fall leaves, etc.)

Fertilize all areas as necessary, no less than 5 times a year for lawns and 1 time a year for plants.

Additional Services: Snow Removal and De-icing services at \$95.00 per hour, 1 hour minimum.

2) Fire Station 62: 10701 Shoultes Road, Marysville

Services to be performed:

Regular maintenance schedule based on attached hours estimate.

Mowing and trimming of lawns to be performed by Marysville Fire District employees.

General grounds maintenance including; blowing/clearing all hard surface areas, general loose

garbage removal, vegetation grooming, weed/non planted vegetation control/removal. Maintain, Shape, trim, prune all; shrubs, plantings, ground cover, and small trees as necessary and directed.

Weed control through both preventative actions and physical removal. Maintain all flower beds/planting areas.

Removal and disposal of loose garbage and debris. Clear/Blow hard surfaces of debris (fall leaves, etc.)

Fertilize all areas as necessary, no less than 5 times a year for lawns and 1 time a year for plants.

Additional Services: Snow Removal and De-icing services at \$95.00 per hour, 1 hour minimum.

3) Fire Station 66: 7217-40th Street NE, Marysville

Services to be performed:

Regular maintenance schedule based on attached hours estimate.

Mowing and trimming of lawns to be performed by Marysville Fire District employees.

General grounds maintenance including; blowing/clearing all hard surface areas, general loose garbage removal, vegetation grooming, weed/non planted vegetation control/removal.

Maintain, Shape, trim, prune all; shrubs, plantings, ground cover, and small trees as necessary and directed.

Weed control through both preventative actions and physical removal. Maintain all flower beds/planting areas.

Removal and disposal of loose garbage and debris. Clear/Blow hard surfaces of debris (fall leaves, etc.)

Fertilize all areas as necessary, no less than 5 times a year for lawns and 1 time a year for plants.

Additional Services: Snow Removal and De-icing services at \$95.00 per hour, 1 hour minimum.

Exhibit B
Schedule of Facilities, Tasks and Hours

<u>Task</u>	<u>Admin. Bldg</u>	<u>Station 62</u>	<u>Station 66</u>
Growing Season - (Prune & Clean-up)	4-trips x 2- hrs. X 2-Laborers	4-trips x 4- hrs. X 2-Laborers	4-trips x 3- hrs. X 2-Laborers
Fall Season - (Prune & Clean-up)	4-trips x 2- hrs. x 2-Laborers	3-trips x 3- hrs. x 2-Laborers	4-trips x 3 hrs. x 2-Laborers
General Site Maintenance	22-trips x 1- hr. x 2-Laborers	18-trips x 1- hr. x 2-Laborers	18-trips x 1- hr. x 2-Laborers
Irrigation Start-up	1-trip x 2- hrs. x 2-Laborers	1-trip x 2-hrs. x 2-Laborers	1-trip x 2-hrs. x 2-Laborers
Irrigation Winterization	1-trip x 2- hrs. x 2-Laborers	1-trip x 2-hrs. x 2-Laborers	1-trip x 2-hrs. x 2-Laborers
Irrigation Maintenance	2-trips x 1-hr x 1-Laborer	2-trips x 1-hr x 1-Laborer	2-trips x 1-hr x 1-Laborer
Trip Total	34	29	30