

CITY OF _____ and _____
(OTHER AGENCY) - INTERLOCAL AGREEMENT
FOR _____(purpose)

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 200__, by and between the CITY OF _____, a municipal corporation of the State of Washington (hereinafter referred to as the “City”), and _____ [FULL NAME OF OTHER AGENCY], a municipal corporation of the State of Washington](hereinafter referred to as the “_____ [abbreviated name of ‘OTHER AGENCY’]”),

WITNESSETH:

WHEREAS, _____;
and,

WHEREAS, _____;
and,

WHEREAS, _____;
and,

WHEREAS,
_____.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, **THE PARTIES HERETO DO HEREBY AGREE** as follows:

1. . . . (Recitals)
2. . . .
3. . . .
4. INSURANCE ?

[SAMPLE – The [OTHER AGENCY] shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The [OTHER AGENCY] shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the [OTHER AGENCY]

shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive public liability insurance, including automobile and property damage, insuring the City and the [OTHER AGENCY] against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the [OTHER AGENCY] of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.]

x. INDEMNIFICATION

A. The [OTHER AGENCY] shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the [OTHER AGENCY]'s performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the [OTHER AGENCY]; and provided further, that nothing herein shall require the [OTHER AGENCY] to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

B. The City shall indemnify and hold the [OTHER AGENCY] and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the [OTHER AGENCY] arising out of, in connection with, or incident to the execution of this Agreement and/or the City's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the [OTHER AGENCY], its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City; and provided further, that nothing herein shall require the City to hold harmless or defend the [OTHER AGENCY], its agents, employees and/or officers from any claims arising from the sole negligence of the [OTHER AGENCY], its agents, employees, and/or officers. No liability shall attach to the [OTHER AGENCY] by reason of entering into this Agreement except as expressly

provided herein.

x+1. WAIVER OF SUBROGATION

The [OTHER AGENCY] and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of the [OTHER AGENCY] or the City.

x+2. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

x+3. ASSIGNMENT

(a) The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

x+4. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

x+5. NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the [OTHER AGENCY]

To the City:

Name:

Name:

Address:

Address:

Attn:

Attn:

Phone:

Phone:

FAX:

FAX:

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of

mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

x+6. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

x+7. MISCELLANEOUS

A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in _____ County, Washington.¹

C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

D. The duration of this Agreement shall be for ___ or for the period of time it reasonably takes for the performances by the parties as contemplated herein.

E. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

F. The purpose of this Agreement is to accomplish the objectives of this Agreement.

G. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.

H. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

I. Unless a joint oversight and administration board is created as provided herein, the oversight and administration of the Agreement shall be by the respective named representatives identified in Paragraph x+5 hereof, or their designees.

J. Unless otherwise specifically provided herein, any real property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.

K. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

L. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final

¹ If the City is located in more than one county, it may be appropriate to include language indicating the county of Washington State in which the property or project is located, and if not site specific, then in XXX County.

decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the City shall have the right to terminate the Agreement.

M. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

N. Copies of this Agreement shall be filed with the Auditor’s Office of the county in Washington State in which the property or project is located, and if not site specific, then in the _____ County Auditor’s Office; the Secretary of State of the State of Washington; and the respective Clerks of the parties hereto; *Provided that as an alternative, the Agreement may be listed by subject on the City's web site or other electronically retrievable public source.*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

[OTHER AGENCY]

CITY OF _____

By: _____

Its: _____

Mayor

Attest:

Attest:

Its: _____

City Clerk

Approved as to form:

Approved as to form:

Attorney for [Other Agency]

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

ON THIS ____ day of _____, 200__, before me, personally appeared _____ and _____, to me known to be the _____ and _____ of _____ [OTHER AGENCY], a municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said

