

**City of East Wenatchee, Washington**

**Resolution No. 2012-12**

A Resolution of the City of East Wenatchee authorizing the Mayor to sign an Interlocal Agreement between the City of East Wenatchee, Washington and the Eastmont Metropolitan Park District for use of Small Works Roster.

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**1. Authority.**

- a. RCW 35A.11.020 and RCW 35A.12.190 authorize the City Council to organize and regulate its internal affairs and to define the powers, functions and duties of its officers and employees.

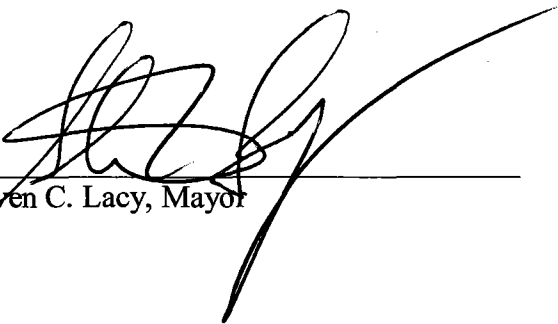
THE CITY COUNCIL OF THE CITY OF EAST WENATCHEE DO RESOLVE AS FOLLOWS:

Section 1: Authorization. The City Council authorizes the Mayor to sign the Interlocal Agreement between the City of East Wenatchee, Washington and the Eastmont Metropolitan Park District for use of Small Works Roster attached as Exhibit A.


Section 2: Effective Date. This Resolution becomes effective immediately.

Passed by the City Council of East Wenatchee, at a regular meeting thereof on this 24<sup>th</sup> day of April, 2012.

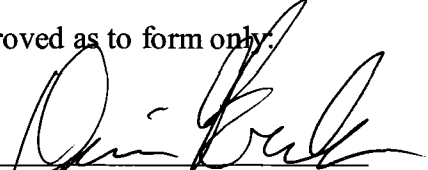
CITY OF EAST WENATCHEE,  
WASHINGTON

By   
Steven C. Lacy, Mayor

ATTEST:

  
\_\_\_\_\_  
Dana Barnard, City Clerk

Approved as to form only:

  
\_\_\_\_\_  
Devin Poulson, City Attorney

Filed with the City Clerk: 4/19/12  
Passed by the City Council: 4/24/12  
Effective Date: 4/24/12

AFTER RECORDING RETURN TO:

SALLY BRAWLEY, DIRECTOR  
EASTMONT PARKS AND RECREATION  
255 NORTH GEORGIA AVENUE  
EAST WENATCHEE, WA 98802

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EAST  
WENATCHEE, WASHINGTON AND THE EASTMONT METROPOLITAN  
PARK DISTRICT FOR USE OF SMALL WORKS ROSTER**

This Interlocal Agreement is made this 25 April, 2012 by and between the City of East Wenatchee, Washington (hereinafter "City") and the Eastmont Metropolitan Park District (hereinafter "City").

WHEREAS, City is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at Title 35 A RCW; AND

WHEREAS, District is a municipal corporation duly organized and existing under the laws of the State of Washington, having boundaries within the City of East Wenatchee and other jurisdictions in Douglas County, Washington and was formed by the affirmative vote of the electorate in 2004 in order to own, operate and maintain park and recreational facilities; and

WHEREAS, the parties enter into this Interlocal Agreement (this "Agreement") under the authority of Chapter 39.34 RCW to allow the District's joint use of the City's small works roster under RCW 39.04.155; and

WHEREAS, the City Council of the City of East Wenatchee authorized the execution of this Agreement by action taken at a regular meeting on April 24, 2012, and

WHEREAS, the District's Board of Commissioners authorized the execution of this Agreement by its Chair by action taken at a regular meeting on April 24, 2012;

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set out in this Agreement, it is agreed between the parties as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions under which the District shall be able to utilize the small works roster of the City of East Wenatchee, Washington.

**ARTICLE II  
SCOPE OF SERVICE; RESPONSIBILITIES**

2.1 The City has established by appropriate resolution or other action a small works roster implementing the provisions of RCW 39.04.155. During the term of this Agreement, City will maintain said roster in accordance with the requirements of law. City shall be responsible for all costs of maintaining its small works roster.

2.2 The District may use the City's small works roster to select small works businesses for District public work projects up to \$300,000 in value or as otherwise limited by laws as applicable to District. The District shall be responsible for its use of the roster and procedures, including its selection process, any notices required, and the District's subsequent contracting processes, including compliance with any applicable requirements for security bonds, retainage, the payment of prevailing wage or otherwise. The District shall be responsible for all of its costs in the use of the small works roster.

**ARTICLE III  
EFFECTIVE DATE; TERM AND TERMINATION**

3.1 This Agreement shall be effective upon execution by both parties and filing pursuant to RCW 39.34.040. This Agreement shall be of indefinite duration until terminated in accordance with paragraph 3.2 hereof.

3.2 This Agreement may be terminated by the joint agreement of the parties at any time. Either party may terminate this Agreement without cause by providing not less than sixty (60) days prior written notice of termination to the other party, addressed as provided in paragraph 7.5 below.

**ARTICLE IV  
NO PROPERTY ACQUISITION; NO JOINT BOARD**

No property shall be acquired by either District or City with respect to this undertaking. No joint board or separate legal entity shall be created as a result of this Agreement. Nothing in this Agreement shall make City an agent, employee or servant of District and nothing in this Agreement shall make District an agent, employee or servant of

City. Nothing in this Agreement shall be construed to render the parties partners or joint venturers in any fashion or manner.

**ARTICLE V  
LIMITATIONS ON LIABILITY**

City shall not be, directly or indirectly, a party to any contract for public works construction into which the District may enter as a result of District's use of the City's small works roster. City does not accept responsibility or liability for the performance of any small works business used by District as a result of the District's use of the city's small works roster.

**ARTICLE VI  
HOLD HARMLESS AND INDEMNIFICATION**

Each party shall defend, indemnify and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising from any negligent act or omission by that party's officers, employees, volunteers and agents in connection with the performance of this Agreement.

**ARTICLE VII  
MISCELLANEOUS**

7.1 Neither party shall subcontract or assign any of their rights, duties or obligations imposed by this Agreement without the prior written consent of the other party.

7.2 In the event of any dispute concerning the terms of this Agreement, this Agreement shall be governed by the laws of the State of Washington. If after good faith negotiations between City's Mayor and the Director of the District any dispute between the parties cannot be resolved, the parties agree to the jurisdiction and venue of the Superior Court of Washington for Douglas County.

7.3 Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

7.4 This Agreement constitutes the entire understanding of the parties concerning the subject matter of this Agreement.

7.5 Should notice be required under this Agreement, the parties designate the following:

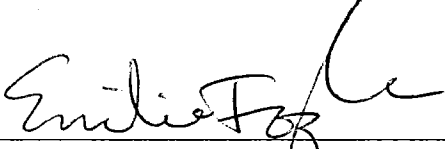
To City:  
City of East Wenatchee  
Attn: Steve Lacy, Mayor  
271 9<sup>th</sup> Street NE  
East Wenatchee, WA 98802

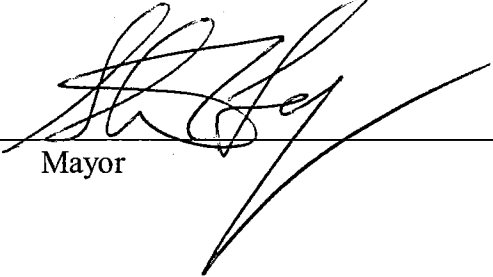
To District:  
Eastmont Parks and Recreation District  
Attention: Sally Brawley, Director  
255 North Georgia Avenue  
East Wenatchee, WA 98802

The parties hereto set their signature this 25 day of April, 2012

Eastmont Parks and Recreation District

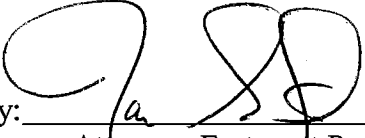
City of East Wenatchee

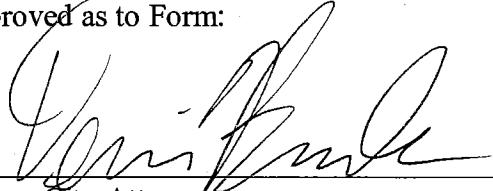
By:   
Chairman, Board of Commissioners

By:   
Mayor

Approved as to Form:

Approved as to Form:

By:   
Attorney, Eastmont Parks and  
Recreation District

By:   
City Attorney