

RECEIVING NO. 4623  
DATE 3-15-12  
CITY CLERK JJK  
12-013

**INTERLOCAL AGREEMENT**  
**Between**  
**CITY OF BOTHELL and CITY OF WOODINVILLE**  
**FOR SHARED USE OF**  
**ROAD MAINTENANCE MATERIALS**  
**(DEICER LIQUID)**

THIS Interlocal Agreement (hereinafter referred to as "Agreement"), is executed between the municipal corporations of the City of Bothell, hereinafter referred to as "Bothell" and the City of Woodinville, hereinafter referred to as "Woodinville" for the purpose of providing shared use of the Bothell deicer storage facility during winter weather events.

WHEREAS, Bothell currently has a storage facility to store road maintenance materials including tanks and piping to hold and distribute deicer liquid supply; and

WHEREAS, Bothell's storage facility is in close proximity to Woodinville and is easily accessible even in times of inclement weather; and

WHEREAS, Bothell agrees to provide Woodinville access to the facility and the ability to utilize the deicer liquid supply during winter weather events; and

WHEREAS, Bothell has agreed to sell the deicer material to Woodinville, and;

NOW, THEREFORE, Bothell and Woodinville wish to enter into this Interlocal Agreement outlining purchase, use, operation and maintenance, and other conditions that enable Woodinville to purchase from Bothell deicer liquid stored at the Bothell Public Works facility.

**I PURPOSE OF AGREEMENT**

The purpose of this Agreement is to define the terms and conditions for use and maintenance of the Bothell deicer liquid storage facility, the purchase of deicer material, and other conditions as outlined in this Agreement.

**II RESPONSIBILITIES OF THE PARTIES**

- A. Bothell agrees to own, operate and maintain the necessary storage tanks, piping, plumbing and pumps to store and discharge into tank trucks deicer liquid.
- B. Bothell shall consult with Woodinville but will make the final decision on the type of deicer liquid to store in its tanks.
- C. Bothell agrees to purchase deicer liquid from outside suppliers and store it within their storage tanks, and notify Woodinville what the price per gallon of deicer liquid is whenever such purchase is made.

- D. Bothell shall allow Woodinville access to their deicer liquid storage tanks. Woodinville shall endeavor to give two hour notice to Bothell before accessing the site and obtaining deicer liquid during normal business hours.
- E. Woodinville agrees to pay the market price per gallon that Bothell pays for the deicer liquid, plus sales tax, and a 15 percent administrative fee for each and every gallon of deicer it obtains from Bothell. Both parties mutually agree to track and monitor such usage per Attachment A to this Agreement.
- F. Bothell will invoice Woodinville monthly for material used. Invoices shall be due and payable to the City within thirty (30) days of the date of such billing; thereafter, any unpaid balance shall be delinquent and subject to a penalty of one percent (1%) per month of the amount of the overdue balance until paid.

### III DURATION OF AGREEMENT

This Agreement shall become effective on either February 13, 2012 or the date of execution of the Agreement by both Bothell and Woodinville, if executed after February 1, 2012 and shall terminate on June 30, 2018. If execution by either party does not occur until after January 1, 2012, this Agreement allows for disbursement of funds to Bothell for shared use of the facility and materials initiated between January 1, 2012 and the later execution of the Agreement.

### IV TERMINATION

- A. This Agreement may be terminated in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide related reports/invoices/statements as specified in Section II.
- C. If the Agreement is terminated as provided in this section: (1) each City will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) each City shall be released from any obligation to provide further services pursuant to this Agreement
- D. 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 obligations, terms and conditions set forth in this Agreement are breached by the other party.

## **V AMENDMENTS**

This Agreement may be amended at any time by written agreement of both parties. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

If during the term of this Agreement Bothell decides to upgrade, replace, expand or substantially modify the deicer liquid storage tanks and associated equipment and piping beyond routine maintenance, both Cities agree to negotiate an amendment to this Agreement to determine the cost sharing responsibilities and management of such improvements.

## **VI HOLD HARMLESS AND INDEMNIFICATION**

The Cities shall protect, indemnify, and hold harmless its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the Cities and/or its subcontractors pursuant to this Agreement. The Cities shall defend at their own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought forth and arising out of or incident to the Cities execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## **VII INSURANCE**

Each City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The limits of this insurance shall be \$1,000,000 per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

## **VIII SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

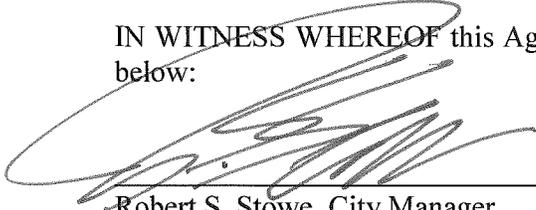
IX NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the City of Bothell and the City of Woodinville at the addresses provided below:

Erin Leonhart  
Public Works Director  
City of Bothell  
Public Works Department  
9654 NE 182nd Street  
Bothell, WA 98011

Thomas E. Hansen, P.E.  
Public Works Director  
City of Woodinville  
Public Works Department  
17301 133<sup>rd</sup> Avenue NE  
Woodinville, WA 98072

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

  
\_\_\_\_\_  
Robert S. Stowe, City Manager

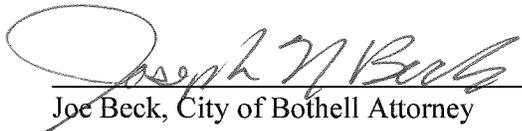
  
\_\_\_\_\_  
Richard A. Leahy, City Manager

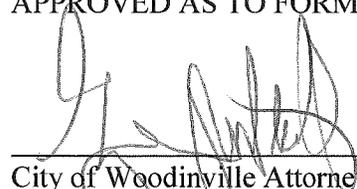
2-13-12  
\_\_\_\_\_  
Date

3/13/2012  
\_\_\_\_\_  
Date

APPROVED AS TO FORM

APPROVED AS TO FORM

  
\_\_\_\_\_  
Joe Beck, City of Bothell Attorney

  
\_\_\_\_\_  
City of Woodinville Attorney

02.13.2012  
\_\_\_\_\_  
Date

3/6/12  
\_\_\_\_\_  
Date

**ATTACHMENT A**

**(SAMPLE FINANCIAL CALCULATION)**

Market cost of material (MCM) equals the market cost of deicer liquid material per gallon (gal) paid by Bothell to its supplier.

Material (MCM) x (gal/used by Woodinville) = \$ \_\_\_\_\_

Sales tax (9.5%) x (MCM) (gal/used) = \$ \_\_\_\_\_

Administrative Fee (15%) x (MCM) x (gal/used) = \$ \_\_\_\_\_

TOTAL SUM OF ABOVE = \$ \_\_\_\_\_