

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF NORTH BEND AND SI VIEW  
METROPOLITAN PARK DISTRICT  
FOR DESIGN AND DEVELOPMENT OF THE MEADOWBROOK FARM  
TRAIL AND BRIDGE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, between the City of North Bend (the "City") and Si View Metropolitan Park District (the "District").

**I. RECITALS**

WHEREAS, the City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, RCW Chapter 35A; and

WHEREAS, the District is a municipal corporation of the State of Washington, organized and operating under the Metropolitan Park Districts, RCW Chapter 35.61; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, RCW Chapter 39.34; and

WHEREAS, the City and the District are stewards of public lands in the City, and the parties recognize that through cooperation, these publicly-held lands can be used to meet broader community needs for recreation and open space than either party can provide separately; and

WHEREAS, the City and District have reached an agreement regarding the design and development of the Meadowbrook Farm Trail and Bridge Project by the District;

NOW, THEREFORE, it is agreed by and between the City and the District as follows:

**II. AGREEMENT**

**1. Scope and Purpose.**

- a. The subject of this Agreement is the design, development, construction, and subsequent costs associated with constructing a trail and bridge connecting Meadowbrook Farm to the Snoqualmie Valley Trail. The trail and bridge are identified and depicted on the attached Exhibit A.

**2. Trail and Bridge Project.**

- a. The City has planned and allocated funds for a Trail and Bridge Project (the "Project"). The Project includes the extension of a trail located on Meadowbrook Farm property accessed off Boalch Avenue and a bridge connecting the trail to the Snoqualmie Valley Trail. The City has allocated Seventy-Five Thousand Dollars (\$75,000) for the Project in its adopted 2017-2018 Biennial Budget, and the District has allocated \$75,000 for the Project in

its adopted 2017 budget (“Project Funds”). Within thirty (30) days of execution of this Agreement, the City shall pay to the District the City’s portion of the Project Funds.

- b. The District shall use the Project Funds to construct the Project. Construction of the Project shall include management services, contracting, obtaining necessary permits, and all other items necessary to complete the Project for use by the public.
- c. In the event that the Project Funds are insufficient to complete the Project, the parties will agree upon how to complete the Project including: eliminating Project elements, value engineering, or finding additional budgeted funds to complete the Project.
3. **Independent Contractor.** Each party to this Agreement is an independent contractor with respect to the subject matter herein.
4. **Indemnification.**
  - a. The City shall indemnify, defend, and hold harmless the District, 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 the City, 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 the District, its agents, or employees caused or contributed thereto. In the event that the District 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 the District harmless from any liability, indemnify the District for any and all expenses incurred by the District in defending such claim or suit, including reasonable attorney’s fees.
  - b. The District shall indemnify, defend, and hold harmless the City, 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 the District, 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 the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the District shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City 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.
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 ten (10) years. This Agreement may be terminated by either party upon providing written notice to the other party at least twelve (12) months prior to the proposed termination date.
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 District do not intend to jointly acquire or hold title to property the under the terms of this Agreement.
11. **Insurance.**
  - a. The City shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the District as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the City's membership in a municipal self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the District.
  - b. The District shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the City as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the District's membership in a municipal self-

insurance pool including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the City.

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 to follow the procedures set forth herein. It is the goal of the parties to resolve differences as early in this step-process as possible.
  - a. **Step One – Informal Discussions.** 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.
  - b. **Step Two – Written Notification and Resolution.** If informal discussions are not successful, then the aggrieved party shall mail, via certified mail, written notice of the dispute to the other party =. The notice shall set forth the nature of the dispute and the desired outcome. A written response shall be provided by the recipient of the notice within ten (10) days' of receipt of the certified, mailed notice. The response to the notice shall include the respondent's version of the dispute and a proposed resolution. The parties shall then meet within ten (10) business days following respondent's answer to determine whether the dispute can be resolved amicably. If the dispute is amicably resolved, the parties shall sign a memorandum of understanding with regards thereto.
  - c. **Step Three – Mediation.** If the parties are unable to resolve their differences at Step Two, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the parties. Mediation shall be non-binding but a condition precedent to having the dispute resolved pursuant to Step Four – Arbitration, below. Mediation shall commence, unless otherwise agreed, within thirty (30) days of a party's written request to the other party for mediation of a dispute. Any resolution of the dispute at this stage shall be reduced to writing and, if the resolution involves an interpretation of the Agreement herein, the Agreement herein shall be amended to include the interpretation.
  - d. **Step Four – Arbitration.** If the parties are unable to resolve their differences at Step Three, the dispute will be resolved by arbitration. A written notice requesting arbitration must be delivered to the other party. The parties will select an arbitrator by mutual agreement. If the parties cannot agree on an arbitrator within ten (10) working days after service of the arbitration request, then the dispute shall be referred to Judicial Arbitration and Mediation Services, Inc. ("JAMS"), and an arbitrator will be selected either by agreement of the parties or at random by JAMS if the parties cannot agree upon an arbitrator.
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

Londi Lindell  
City Administrator  
P.O. Box 896  
North Bend, WA 98045

SI VIEW M.P.D.

Travis Stombaugh  
Executive Director  
P.O. Box 346  
North Bend, WA 98045

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

CITY OF NORTH BEND

By: \_\_\_\_\_  
Kenneth G. Hearing, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Susie Oppedal, City Clerk

Approved as to Form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

SI VIEW METROPOLITAN PARK  
DISTRICT

By: \_\_\_\_\_  
Executive Director, Travis Stombaugh

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Rachel B. Turpin, District Attorney



## Exhibit A

