

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item : A-6

Date: January 8, 2009

SUBJECT: Graffiti Abatement Interlocal Agreement



CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

ISSUE:

The issue before the Council is to authorize Mayor Eslick to sign the Interlocal Agreement Between the City of Sultan, the City of Gold Bar and the Town of Index regarding shared use of public facilities and graffiti removal equipment.

SUMMARY STATEMENT:

At the August 28, 2008 Council meeting the City Council authorized Mayor Eslick to accept the \$12,000 grant offered to the City of Sultan from the Washington Association of Sheriffs and Police Chiefs to fund a multi jurisdictional grant to purchase a self contained, hot water pressure washer for volunteers in Sultan, Gold Bar and Index to use for graffiti removal.

The City of Sultan's legal counsel prepared the attached Interlocal Agreement for the shared use of the Graffiti Removal Equipment among the City of Sultan, the City of Gold Bar and the Town of Index.

The City of Sultan is lead agency. As lead agency, the City has the responsibility for storing and maintaining the equipment. The City is also responsible for record keeping and reporting.

The Graffiti Removal Program will be managed by Volunteer, Rocky Walker and all equipment will be stored on City property. Mr. Walker will:

1. Maintain the equipment and prepare required reports consistent with the requirements regarding the use of the Washington Association of Sheriffs and Police Chiefs Graffiti/Tagging Abatement Grant Funds.
2. Maintain an ongoing inventory of the equipment before and after each use and assure the equipment is being used for the primary purpose of removal of graffiti and tagging in East Snohomish County. *The secondary purpose of the equipment is for maintenance of public facilities in East Snohomish County.
3. Allow and monitor the City of Gold Bar and the Town of Index use of the Equipment and related supplies.
4. Coordinate with the Public Works Director for purchasing of supplies and/or repair of the equipment.

Recommended Motion:

I move to authorize Mayor Eslick to sign the Interlocal Agreement between the City of Sultan, the City of Gold Bar and the Town of Index regulating joint use of public facilities and graffiti removal equipment.

Attachment: Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SULTAN, THE CITY OF GOLD BAR, AND THE TOWN OF INDEX REGARDING JOINT USE OF PUBLIC FACILITIES

This Interlocal Agreement made and entered into on this ____ day of _____, 2008 by and between the City of Sultan, the City of Gold Bar, and the Town of Index, hereinafter referred together as the "Cities" or individually as "City".

WHEREAS, the governing bodies of the Cities are mutually interested in providing a Graffiti/Tagging Abatement program that will cover the communities in East Snohomish County; and

WHEREAS, the Cities have jointly supported a Graffiti/Tagging Abatement Grant for purchasing a Pressure Washing Unit and Accessories ("Equipment");

WHEREAS, the Grant allows the funds to be used for the purchase of abatement materials, operation of a hot line and additional abatement materials; and

WHEREAS, the Cities agree that the purchase and coordinated and cooperative scheduling of the use of Graffiti abatement equipment is the best way to maximize the beneficial use of this equipment while ensuring that it is maintained and available as a community asset; and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities by providing services and equipment for a joint or cooperative undertaking; and

WHEREAS, the Cities agree that an umbrella agreement governing joint use of Graffiti abatement equipment and related supplies would allow for and encourage the Cities to work together in addressing the problem of Graffiti and Tagging; planning and developing joint use of City and District facilities; and

NOW THEREFORE, for and in consideration of the mutual covenants, benefits, and agreements as set forth herein, the Cities agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to set up a cooperative arrangement between the Cities to allow for effective, efficient, and timely coordination for the joint

use of Equipment to clean up graffiti and to establish priority usage and procedures for the use and maintenance of the Equipment.

2. RESPONSIBILITIES.

A. Sultan's Duties.

- 1) Purchase and own the Equipment and supplies.
- 2) Store and maintain the Equipment and prepare required reports for consistent with the requirements regarding the use of the Washington Association of Sheriffs & Police Chiefs Graffiti/Tagging Abatement Grant funds.
- 3) Allow the City of Gold Bar and the Town of Index use of the Equipment and related supplies in accordance with the following procedures:
 - a) The Cities Public Works Departments may check out the equipment for use by notifying the City of Sultan at least twenty-four (24) hours ahead of time of its need for the use of the Equipment.
 - b) The City of Sultan shall maintain a list of the Equipment items checked out and returned and the amount of supplies used for at least 90 days and shall bill the user for any missing or damaged Equipment.
 - c) Voluntary groups may use the Equipment if the group has been duly authorized, in writing, by the Mayor of one of the Cities; provided that the responsibility and liability for the Equipment shall remain with the City that authorized the Volunteer group.
- 4) Maintain accounts and records that track the maintenance and the use of supplies and hours of operation of the equipment by each of the Cities. Records shall be kept for a minimum of ninety (90) days from the return date
- 5) Submit invoices to the Cities.

B. Gold Bar's Duties.

- 1) Responsible for coordinating with the City of Sultan and the Town of Index and conducting abatement in accordance with terms specified in the Grant and in accordance with this agreement.
- 2) Review and pay invoices to the City of Sultan.

C. Index's Duties.

1) Responsible for coordinating with the City of Sultan and the City of Gold Bar and conducting abatement in accordance with terms specified in the Grant and in accordance with this agreement.

2) Review and pay invoices to the City of Sultan, if applicable.

3. PURPOSE.

A. The primary Purpose of the Equipment is for removal of graffiti and tagging in East Snohomish County.

B. The secondary Purpose of the Equipment is for maintenance of public facilities in East Snohomish County.

4. FINANCING.

A. The initial Financing of the Equipment shall be by a Graffiti/Tagging Abatement Grant from the Washington Association of Sheriffs & Police Chiefs.

B. The City of Sultan shall maintain a record of maintenance and consumables costs for the operation of the Equipment.

C. The costs of Item (4)(B) shall be shared between the Cities being proportional to the population of the Cities on an annual basis.

5. REPORTING.

A. Law Enforcement Agencies responsible for the Cities and for East Snohomish County will produce documentation of Graffiti Calls prior to receipt of, and one year following the Graffiti Abatement Grant to the Washington Association of Sheriffs & Police Chiefs.

B. The City of Sultan shall assure all reporting requirements are met.

6. TERMINATION. Either party may terminate this Agreement immediately upon written notice of termination to the other party. The Cities shall remain responsible for any costs incurred by the other party prior to termination.

7. NOTICES. Notices shall be sent to the following persons:

City of Sultan

City of Gold Bar

Town of Index

8. INDEMNIFICATION.

Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. INSURANCE. Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10. APPLICABLE LAW; VENUE; ATTORNEY'S FEES. This Interlocal shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Interlocal, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

11. COUNTERPARTS. This document may be executed in any number of counterparts, each of which shall be considered an original.

12. AMENDMENT OR MODIFICATION. This Interlocal may be amended or modified in writing with the mutual consent of all Cities.

IN WITNESS WHEREOF, after approval by the Cities' Councils at regular public

meetings, the undersigned have duly executed this Agreement on _____, 2008.

City of Sultan

By: _____
Carolyn Eslick, Mayor

By: _____

Debo

Approved as to form only:

By: _____
City Attorney

City of Gold Bar

By: _____
Crystal Hill, Mayor

By: _____

Approved as to form only:

By: _____
City Attorney

Town of Index

By: _____
Bruce Albert, Mayor

By: _____

Approved as to form only:

By: _____
Town Attorney