

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN SKAGIT COUNTY AND CITY OF BURLINGTON**

THIS AGREEMENT is made and entered into by and between Skagit County, Washington ("County") and City of Burlington ("City"), pursuant to the authority granted by RCW 39.34, Interlocal Cooperation Act.

1. **PURPOSE:** This agreement governs the terms of the wastewater operator services the City will perform on behalf of the County at the Edison Wastewater Treatment Facility located at 5801 Main Avenue, Bow, Washington (hereinafter "the Plant") as required by Washington Department of Ecology State Waste Discharge Permit Number ST0045515 issued on January 31, 2020 (hereinafter "the Permit").

2. **PROVISION OF SERVICES:** The City shall provide a licensed wastewater operator certified by the State of Washington pursuant to WAC 173-230 for at least a Class I plant to be in responsible charge of the routine operations and maintenance of the Plant. The operator must be present at the Plant no less frequently than once per month as required under the Permit. Don Erickson has been designated by the City as the operator to perform the services in this Agreement. If Mr. Erickson is not available or is no longer employed with the City, the Parties must agree in advance in writing to a suitable replacement.

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the date of final signature by all parties hereto and shall run through the termination date of the Permit on February 28, 2025.

4. **FEE SCHEDULE:** The County shall reimburse the City for services performed by the operator in the amount of \$60.00 per hour, which includes hourly wages and benefits. In addition, the County shall reimburse the City for its expenses including but not limited to supplies, materials, and mileage (current IRS rate) for vehicle use. All costs are subject to a 10% administrative overhead charge. The City will issue monthly invoices to the County, which will include documentation of the services performed, expenses, and the total payment requested. Payment is due to the City within 30 days of the date of the invoice. This contract shall not exceed \$45,000.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative:

Director of Skagit County Planning and Development Services
1800 Continental Place
Mount Vernon, WA 98273
pds@co.skagit.wa.us

5.2 The City's representative:

Director of City of Burlington Public Works
833 South Spruce Street
Burlington, WA 98233
marvp@burlingtonwa.gov

6. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other parties harmless from any such liability. It is further provided that no liability shall attach to any party by reason of entering into this contract except as expressly provided herein. The indemnity obligation in this paragraph shall not be limited by any workers' compensation, benefit, or disability laws, and each party hereby waives any immunity it may have under the Industrial Insurance Act, RCW 51, and similar workers' compensation, benefit, or disability laws. The indemnity provision and waiver contained in this paragraph have been expressly and mutually negotiated by the parties and shall survive termination of this Agreement.

7. TERMINATION: Any party hereto may terminate this Agreement upon ninety (90) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. No partnership and/or joint venture exist between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. JURISDICTION: In the event that any litigation should arise concerning this Agreement, the venue of such action shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

Clerk, City of Burlington

Approved as to Form:

Leif Johnson, City Attorney

DATED this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director