

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION _____

**A RESOLUTION OF THE NORTH BEACH WATER
DISTRICT OF PACIFIC COUNTY, WASHINGTON,
APPROVING INTERLOCAL AGREEMENT WITH THE
CITY OF ILWACO**

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative undertakings by public agencies as defined in the Act; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the District's general manager has negotiated an Agreement to furnish a Department of Health Certified Water Treatment Plant Operator on a temporary and as-needed basis to the City of Ilwaco, which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the District's attorney, Brent Dillie, has reviewed and approved the Interlocal Agreement as to form; now, therefore

BE IT RESOLVED, by the Board of Commissioners of North Beach Water District, Pacific County, Washington, as follows:

1. Approve the Interlocal Agreement with the City of Ilwaco and authorize the general manager to execute the agreement.

Adopted by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on the ___ day of _____, 2020.

Brian Sheldon, Commissioner
Position #1

Gwen Brake, Commissioner
Position #2

Glenn Ripley, Commissioner
Position #3

This Agreement, made and entered into this 11th of May, 2020, between the City of Ilwaco (City), a municipal corporation of the State of Washington, and the North Beach Water District (District), a special purpose district of the State of Washington.

RECITALS

WHEREAS, RCW 39.34.010, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities, and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

NOW, THEREFORE, in consideration of mutual promises contained herein, the District and the City agree as follows:

- I. **Purpose/Objectives.** The purpose of this Agreement is to allow The District to provide a Department of Health Certified (DOH) Certified Water Treatment Plant Operator (WTPO) on a temporary and as-needed basis. The City currently has only one employee certified by the DOH to operate its water treatment plant. The District has four employees certified by the DOH to operate water treatment plants and two of the four have experience operating the City's water treatment plant. The District agrees, based on availability, to provide a temporary, as-needed DOH Certified WTPO to provide water treatment plant operator services.
- II. **Scope of Services.** The District agrees to provide a certified WTPO to operate the City's water treatment plant (Plant) located at 201 Walberg Road Chinook Washington. The District's WTPO will operate the City's Plant in accordance with the City's Water Treatment Plant Operation and Maintenance Manual (WTPO&M) and Standard Operating Procedures (SOP) (Services). The City will provide the District a copy of their WTPO&M prior to commencement of any work and any updates to the manual without delay. The District's WTPO will not be designated by the City as their Certified Operator in Responsible Charge as provided for in WAC 246-292-010 (46) "Responsible Charge" and WAC 246-292-032 "Duties of a Certified Operator in Responsible Charge". The City, as purveyor of their public water system, retains full responsibility to comply

with the requirements of chapter 246-290 WAC “Group “A” Public Water Supplies. The City will furnish all tools, materials, and supplies required to operate the City’s Plant.

- III. **Safety.** The City will provide the District with copies of all safety related documents (Safety Manuals) as they pertain to overall workplace safety and specifically to workplace safety in the City’s Plant including, but not limited to, an Accident Prevention Program (WAC 296-800-140) and a Hazard Communication Program (WAC 296-901-14010). The District’s WTPO, while performing Services for the City, will follow all safety rules and regulations identified as “employee responsibilities” in the Safety Manuals provided by the City. The City will provide a safe workplace in accordance with all safety rules and regulations promulgated by the Washington State Department of Labor and Industries (L&I) that are identified as “employer responsibilities”. The City will supply all safety equipment, supplies and training as required or deemed necessary by the District’s WTPO to safely perform Services described above.
- IV. **Schedule.** The City will submit requests for Services in writing to the District on an as needed basis and, to the extent possible, provide at least five (5) business days advance notice.
- V. **Rates for Service.** Rates will be established in “Exhibit A”. These rates may be amended from time to time. The process for amendment will be by written letter of notification from the District to the City. The City will, within thirty (30) days, return the acknowledging their acceptance of the amended rates or, inform the District they are terminating this agreement.
- VI. **Indemnification and Hold Harmless.** The City shall protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from any and all costs, claims, judgment, or award of damages arising out of or in any way resulting in the performance of this Agreement.
- VII. **Capacity of District Employees.** The employees who are engaged in the performance of this Agreement shall continue to be employees of the District and shall not be considered for any purpose to be employees or agents of the City. This Agreement is for the benefit of the City, and no third party beneficiary relationship is intended.
- VIII. **Hold Harmless And Indemnification.** The City shall hold harmless, indemnify and defend the District, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness, or death or real or personal property damage or destruction and loss of use thereof, including costs and attorneys fees in defense thereof. The provisions of this Hold Harmless and Indemnification section shall survive the expiration or termination of this Agreement and completion of the request for services

IX. Amendments/Term Extensions. Each party hereby delegates authority to those employees who hold the positions designated in this section to authorize amendments to Exhibit A as necessary for appropriate administration of this agreement, provided each amendment is in written form, signed by the authorized employee for each party, dated, and properly recorded or otherwise posted in compliance with RCW 39.34.040. With the exception of the authority listed in Sections VI. and VII., all other amendments to this Agreement shall be in writing and authorized by each party’s respective governing authority prior to implementation.

District	City
General Manager	
Richard Gray	
360.665.4144	
rgray@northbeachwater.com	

X. Duration of Agreement. This Agreement will be effective from the date of the last authorizing signature affixed hereto, after proper recording as indicated in Section XI., until December 31, 2020 unless otherwise terminated or extended in the manner described in this Agreement. This Agreement may be extended for additional terms upon mutual written agreement of the authorized employees identified in Section VI.

XI. Termination of this Agreement. Should either party choose to terminate this Agreement prior to its expiration, the party desiring to terminate must provide thirty (30) days advance written notice to the other party.

XII. Joint Board/No Separate Legal Entity Created/Property. No Joint board and no separate legal entity is created under this Agreement. Each party will maintain ownership of its own property.

XIII. Entire Agreement. This Agreement including Exhibit A, which is incorporated herein by reference, sets forth all terms and conditions agreed upon by the District and the City, and supersedes any and all agreements oral or otherwise specific to the subject matter addressed herein.

XIV. Recording. Prior to its entry into force, this Agreement will be filed with the Pacific County Auditor’s Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XV. Notices. All notices required under this Agreement will be delivered to the party at the addresses listed below and will become effective three days following the date of deposit in the United States Postal Service.

District	City
Attn: General Manager	Attn:
Re: Interlocal Agreement with City of Ilwaco	Re: Interlocal Agreement with North Beach Water District
PO Box 618	
Ocean Park, WA 98640	

- XVI. Interpretation and Venue.** This Agreement will be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree the venue for enforcement of this Agreement is Pacific County.
- XVII. Dispute resolution.** Disputes between the Parties shall first be addressed through discussion and negotiation by representatives of each. Should resolution via discussion and negotiation be unsuccessful, the Parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of litigation. Each Party shall bear its own costs.
- XVIII. Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected

Dated: _____

Dated: 5/12/2020

NORTH BEACH WATER DISTRICT

CITY OF ILLWALCO

By : _____
Commissioner

By : Gary Forner
Mayor Gary Forner

By : _____
Commissioner

Attest: [Signature]
City Clerk
Title

By : _____
Commissioner

Approved as to form:

Attest:

Title

J. Stillman (approved 5/8/20)
City Attorney

EXHIBIT A

WATER TREATMENT PLANT OPERATOR SERVICES

Compensation for Services rendered during the initial and extension terms of this Agreement will be the fully burdened labor cost for Water Treatment Plant Operators employed by North Beach Water District, cost of transportation, and cost of contract administration and overhead. The District and the City agree that methods of determining the fully burdened labor cost of employees is onerous and may be subjective, therefore the parties agree that the District's fully burdened labor rate for Services will be:

Fifty Five (\$55.00) dollars per hour.

Billing will include travel time to and from the City's Plant.

Billing will be in tenths (0.1) of an hour.

Overtime will begin after eight (8) cumulative hours of Service is provided in any 24 hour period or after eight (8) consecutive hours of Service is provided. Overtime hours will be billed at 1.5 times the rate for Services identified above.

Mileage reimbursement for District vehicles used to provide Services to the City will be bill at the current reimbursement rate for privately owned vehicles as published Washington State Office of Financial Management.

Contract management and overhead will be billed at the rate of ten percent (10%) of the total for Service hours and mileage reimbursement.

This Agreement is effective until December 31, 2020.