

Interlocal Agreement

This Agreement is entered into by and between the City of Gold Bar, Washington (hereinafter referred to as 'City'), a non-charter optional municipality code city, and the Town of Skykomish, (hereinafter referred to as 'the Skykomish'.

WHEREAS, Skykomish has determined the need to have certain public works consulting services performed for its members; and

WHEREAS, the City possesses the skills, professional experience, licenses, and certifications necessary to perform such services; and

WHEREAS, Skykomish desires to have the City perform such services pursuant to certain terms and conditions;

NOW THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows.

A. Scope of Services

1. The City shall assist Skykomish by providing such public works consulting services and direct services as requested by the Mayor to support Skykomish in performance of services under the ~~certification of Water Distribution Manager II~~ certifications of the City's Public Works Director and/or Water Distribution Manager II. The City shall perform such work in the Gold Bar City Hall, by telephone, or in the field, as required, by verbal approval of the Mayor of Skykomish. These services shall be on an on-call basis. These services may include, but are not limited to, inspections, reviewing water system monthly reports, water system annual reports, Water quality testing, and reviewing improvements or changes to the Skykomish existing water system.
2. At no time shall Skykomish request consultation services by text. The City will not respond to text consultation requests at any time and will not acknowledge receipt to same.
3. In performing such services, the City shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services. The City shall at no time handle, nor be responsible for handling, any funds used in connection therewith.
4. The City shall maintain all licenses and certifications associated with a ~~Water Distribution Manager I certification for Skykomish~~ the services provided.
5. Control of City personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the City.
6. The City shall be classified as the Skykomish Water System 'Operator in Responsible Charge' until such time a Water Distribution Manager II becomes employed by Skykomish, or this Agreement terminates.

B. Compensation and Method of Payment

1. A retainer for Water Distribution Manager II and Cross Connection Control Specialist I certifications shall be paid to the City at the rate specified in Schedule A. Rates contained in Schedule A may be revised by written consent of both parties.

2. Commencing on the date of this signed Agreement, the City shall be compensated for services at the rate specified for performing any services under this Agreement. Any work required during the event of emergencies, that fall outside of normal working hours, shall be compensated at standard over-time rates.

3. While the City is under contractual obligation to Skykomish, Skykomish will pay \$300 per year for costs associated with maintaining the Water District Manager I certification.

4. If Skykomish requires the City to be on site, Skykomish will compensate the City for mileage at the standard mileage rate set annually by the IRS.

5. The City shall not work holidays or weekends unless an emergency exists where the City's specific qualifications are needed. In the case of such emergency, the City shall be paid at standard holiday and weekend overtime pay.

6. The City shall submit a bill for services performed in order to be compensated under this Agreement. Billings shall note the services performed, and shall include dates and hours of work performed. Bills shall be submitted to:

Town of Skykomish
PO Box 308
Skykomish, WA 98288

7. Payment shall be made through ~~the~~ Skykomish's ordinary payment process and shall be considered timely if made within thirty-two (32) days of the receipt of a properly completed bill for services. Skykomish shall pay a late fee of one percent (1%) per month or partial month if payment is not sent by Skykomish within thirty-two (32) days of the date on the bill for services. All payments shall be subject to adjustment for any amounts, upon audit review or otherwise, determined to have been improperly paid.

C. Duration of Agreement

This Agreement shall be in full force and effect from the date of execution ~~through December 31, 2023,~~ unless ~~until~~ terminated ~~sooner~~ under the provisions hereinafter specified.

D. Independent Contractor

The City and Skykomish agree that the City is independent with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the City nor any employee of the City shall be entitled to any benefits accorded Skykomish employees by virtue of the services provided under this Agreement. Skykomish shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including, but not limited to, FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the City or any employee of the City.

E. Indemnification

1. The City shall indemnify, defend, and hold harmless Skykomish, its agents, and its 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 under this Agreement, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of Skykomish, its agents, or employees caused or contributed thereto. In the event that Skykomish 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 Skykomish harmless from any liability, indemnify ~~the~~ Skykomish for any and all expenses incurred by the Skykomish in defending such claim or suit, including reasonable attorney fees.

2. ~~The~~ Skykomish shall indemnify, defend, and hold harmless the City, its agents, and its 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~~ Skykomish, its agents, servants, officers, or employees under this Agreement, 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~~ Skykomish 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 fees.

F. Insurance

1. The City shall procure and maintain in full force throughout the duration of the Agreement, comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Cancellation of the required insurance shall automatically result in termination of this Agreement.

2. Skykomish shall procure and 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. Cancellation of the required insurance shall automatically result in termination of this Agreement.

3. Certificates of coverage as required by the paragraphs above shall be delivered to the respective parties within fifteen (15) days of execution of this Agreement.

G. Ownership, Form, and Use of Documents

All documents, drawings, specifications, and other materials produced by the City in connection with the services rendered under this Agreement shall be the property of ~~the~~ Skykomish.

H. Record Keeping and Reporting

Any records maintained by the City with respect to services performed pursuant to this Agreement shall be provided upon a request from ~~the~~ Skykomish.

I. Discrimination Prohibited

The City shall not discriminate against any employee, applicant for employment, or any person seeking the services of the City under this Agreement, on basis of race, creed, color, national origin, marital status, gender, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

J. Termination

This Agreement may at any time be terminated by either party upon thirty (30) days written notice of the intention to terminate the same. If the City’s, or Skykomish’s, insurance coverage is canceled for any reason, the parties shall have the right to terminate this Agreement immediately.

K. Assignment and Subcontract

The City shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of Skykomish.

L. Entire Agreement

This Agreement contains the entire agreement between the parties hereto, 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. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

M. Notices

1. Notices to Skykomish shall be sent to the following address:

Town of Skykomish
PO Box 308
Skykomish, WA 98288

2. Notices to the City shall be sent to the following address:

City of Gold Bar
107 5th St.
Gold Bar, WA 98251

N. Applicable Law; Venue; Attorney Fees

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event that any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, 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 fees, expert witness fees, and costs of suit.

O. Filing

As provided by RCW 39.34.040, this Agreement shall be filed with the King County Auditor, or, alternatively, posted on the website of each party.

TOWN OF SKYKOMISH

CITY OF GOLD BAR

By: _____ Title _____

By: _____ Title _____

Date: _____

Date: _____