

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF NOOKSACK, THE CITY OF EVERSON, AND THE CITY OF SUMAS RELATING TO CERTIFIED WATER INSPECTION, COLLECTION, TESTING AND WATER METER REPLACEMENT

This Agreement is made and entered into by the City of Nooksack, a Washington municipal corporation, hereinafter referred to as "Nooksack," the City of Everson, a Washington municipal corporation, hereinafter referred to as "Everson," and the City of Sumas, a Washington municipal corporation, hereinafter referred to as "Sumas", each of which shall be individually referred to as a "Party" and collectively referred to as "Parties," to establish an agreement pursuant to RCW Chapter 39.34.

WHEREAS, the Parties each regularly have a certified Water Technician to collect water samples, test water samples, inspect the public water system and repair/replace components in the public water system; and

WHEREAS, the Parties each desire to utilize the resources of each other to assist in the collection of water samples, the testing of water samples, the inspection of public water systems, and the repair/replacement of components in the public water system; and

WHEREAS, the Parties agree to compensate each other for performing the above services; and

WHEREAS, it is in the best interest of the Parties to enter into the Agreement; and

WHEREAS, the recitals herein are a material part of this Agreement.

NOW THEREFORE, in consideration of the terms and provisions contained herein, the Cities of Nooksack, Everson, and Sumas agree as follows:

- I. *Purpose:* The purpose of this Agreement is to set the terms whereby the Parties will assist each other in performing the collection of water samples, the testing of water samples, the inspection of public water systems and the repair replacement of components of public water systems by a certified Water Technician.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of the Agreement.
- III. *Party Responsibilities:* For the purposes of this Agreement, any Party that provides services shall be referred to as the "Providing Party" and any Party that receives services shall be referred to as the "Receiving Party." Each Providing Party agrees to provide certified Water Technician staff services including collection of water samples, testing of water samples, inspections of public water systems, and the repair/replacement of components of public water systems to each other Party on

request by a Receiving Party, subject to the terms and conditions set forth in this Agreement. As to any specific request for services, each Party reserves the right to refuse to provide services if, in the judgment of such Party, the provision of services would cause a hardship based on available resources or would otherwise be detrimental to it.

- IV. *Payment:* Services performed pursuant to this Agreement shall be reimbursed to cover the actual cost of the service provided by the Providing Party. The actual cost of shall include the hourly cost of the employee providing the service and mileage cost. The hourly cost for an employee shall include the employee's hourly pay and the cost of the employee's benefits to reach a composite hourly rate. The benefits component of the composite hourly rate shall include, to the extent applicable to the employee, the following items: payroll taxes, Workers Compensation premiums, Unemployment Insurance tax, health insurance (such as medical and dental), employer contributions to retirement and pension benefits, life insurance and disability insurance.
- V. *Mileage and Invoicing:* The mileage rate shall be the rate published by the Internal Revenue Service for the year during which services are performed. Each Providing Party shall submit itemized invoices monthly to the Receiving Party for the services performed during the month. The Parties understand that in some months, no invoicing will occur if no services are performed. Each invoice shall detail work performed and supplies or materials purchased. Each Receiving Party agrees to pay invoices within forty-five (45) days from receipt of the invoice.
- VI. *Term:* The Term of the Agreement shall be from January 1, 2023 through December 31, 2026.
- VII. *Responsible Person:* The persons responsible for administration of this Agreement shall be the City of Sumas Public Works Department Director, the City of Everson Public Works Department Director and the City of Nooksack Public Works Department Director. If either Party's Public Works Director position is vacant, that Party's Mayor shall administer this Agreement until such time as the position is filled.
- VIII. *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.
- IX. *Relationship of the Parties:* The Parties are separate entities organized under the laws of the State of Washington, and this Agreement is not intended to create any new legal or corporate entity. No agent, employee, servant, or representative of any Party shall be deemed to be an employee, agent, servant, or representative of any other Party for any purpose. Each Party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement.
- X. *Responsibility for Municipal Code and Indemnification:* Each Party is responsible for the validity of its own municipal code. Each Party, as an indemnitor, agrees to protect, defend, hold harmless, and indemnify each other Party from and against all third-

party claims, suits, and actions arising from the intentional, wrongful or negligent acts or omissions of such indemnitor, its agents, or employees in the performance of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnification set forth in this Agreement. This waiver has been specifically and mutually negotiated and agreed upon by the Parties. The provisions of this section shall survive the expiration of, termination of, and/or withdrawal from this Agreement.

- XI. *Insurance:* Each Party shall maintain general liability insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate, auto liability insurance with a minimum combined single limit of \$1,000,000, and professional liability insurance in an amount not less than \$1,000,000 each occurrence. Membership in a self-insured municipal risk pool may satisfy the insurance requirements.
- XII. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
- XIII. *Non-discrimination in Employment and Client Services:* No Party shall discriminate against any person on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental, or physical handicap. No Party shall discriminate against any employee or applicant for employment because of disability; provided that, this provision shall not apply if the disability prevents proper performance of the work involved.
- XIV. *Withdrawal:* Any Party may individually withdraw from this Agreement without cause effective upon sixty (60) days written notice to each other Party. The withdrawing Party shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of withdrawal.
- XV. *Notice:* Any notice or communication required or permitted under this Agreement shall be deemed to have been duly given: (i) on the date of delivery if delivered by courier; (ii) three business days after posting and depositing in the U.S. mail a postage prepaid first class letter addressed to the mailing address of the Party to the attention of the Party's Responsible Person; or (iii) upon confirmation of the receipt of e-mail addressed to the Party's Responsible Person directed to the relevant Responsible Person identified in Section VII of this Agreement.
- XVI. *Survival:* All covenants, promises and performance which are not fully performed as of the date of expiration, termination, or withdrawal shall survive expiration, termination, or withdrawal as binding obligations.
- XVII. *Modifications:* This 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.

- XVIII. *Applicable Law:* In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising from the terms herein shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XIX. *Severability:* In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- XX. *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.
- XXI. *Counterparts:* This Agreement may be executed in multiple counterparts, and each shall be deemed an original, but all of which together constitute a single instrument.
- XXII. *Effective Date:* This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor or posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF,

The Parties have signed this Agreement this 4 day of APRIL, 2023

Interlocal Agreement between the City of Nooksack, the City of Everson and the City of Sumas Relating to certified Water Collection, Inspection, Testing and Water Meter Replacement

CITY OF SUMAS

By: [Signature]
Bruce Bosch, Mayor

Approved as to form:

[Signature] 3-13-2023
Jim Wright, City Attorney

Date Signed: 3/13/2023

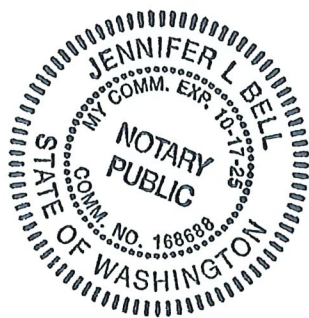
STATE OF WASHINGTON)

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COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Bruce Bosch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Sumas, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of March, 2023



[Signature]
Name (typed or printed): Jennifer L. Bell
NOTARY PUBLIC in and for the State of
Washington
Residing at Sumas, WA
My appointment expires: 10-17-2025

Interlocal Agreement between the City of Nooksack, the City of Everson and the City of Sumas Relating to certified Water Collection, Inspection, Testing and Water Meter Replacement

CITY OF NOOKSACK

Approved as to form:

By: [Signature]
Kevin W. Hester, Mayor

[Signature]
Robert Carmichael, City Attorney

Date Signed: 04/04/23

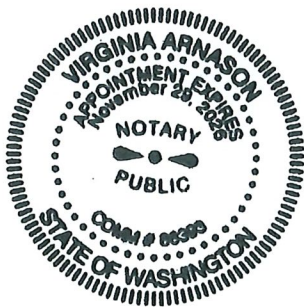
STATE OF WASHINGTON)

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COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Kevin Hester is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Nooksack, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 4th day of April, 2023



[Signature]
Name (typed or printed): Virginia Arnason

NOTARY PUBLIC in and for the State of Washington

Residing at Nooksack

My appointment expires: 11-29-2026

Interlocal Agreement between the City of Nooksack, the City of Everson and the City of Sumas Relating to certified Water Collection, Inspection, Testing and Water Meter Replacement

CITY OF EVERSON

By: [Signature]
John Perry, Mayor

Approved as to form:
[Signature]
John Sitkin, City Attorney

Date Signed: 3/20/2023

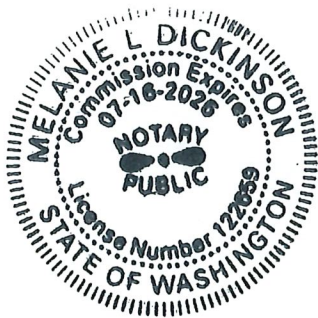
STATE OF WASHINGTON)

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COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that John Perry is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Everson, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 28 day of March, 2023



[Signature]
Name (typed or printed): Melanie L. Dickinson
NOTARY PUBLIC in and for the State of
Washington
Residing at Lynden, WA
My appointment expires: 07/16/2026