

INTERLOCAL AGREEMENT

FOR BACK-UP WASTEWATER TREATMENT PLANT OPERATION SERVICES

This Agreement, made and entered into this ____ day of _____, 2016, between the City of Ilwaco, a municipal corporation of the State of Washington, and the City of Long Beach, a municipal corporation of the State of Washington.

RECITALS

WHEREAS, by authority granted in RCW 39.34.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform, and

WHEREAS, Ilwaco and Long Beach desire to have the staff from each city available to provide a back-up wastewater treatment plant operator for when the operators for the other city are on vacation or unavailable, on an as-needed basis, and each city is agreeable to providing the other that service, if there is staff available, on the terms and conditions stated below. The city requesting services will be referred to herein as the "Requesting City" and the city providing the operator as the "Providing City"

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. OBLIGATIONS OF PROVIDING CITY

1. Provide a licensed wastewater treatment plant operator (Operator) for daily tasks when the other city's operator is unavailable.
2. The Providing City will provide worker's compensation and all the usual payroll taxes and deductions on behalf of its employee performing the services agreed herein.
3. Invoice the Requesting City monthly at the rate of \$35.00 per hour for any work performed by the Providing City.

II. OBLIGATIONS OF REQUESTING CITY

1. Except in emergencies, notify the Providing City at least one week in advance that a back-up operator is needed.
2. Provide all equipment and supplies needed, and provide all protocols and records necessary.
3. Pay the Providing City within 14 days of receipt of the invoice for services.

III. INDEMNITY

1. In providing the wastewater treatment plant operation services stipulated herein, the operator is acting as an agent of Requesting City and shall follow the standard treatment procedure for that city. Each Requesting City shall indemnify, protect

and hold harmless the Providing City, and the Operator, from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such works, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure. In case any such suit or action is brought against city providing the operator for damages arising out of or by reason of any of the above causes the Requesting City will, upon notice or commencement of such action, defend the same at its cost and expense and satisfy any judgment given in such action that is adverse to the Providing City and/or the Operator.

2. Long Beach will hold Ilwaco harmless for all workers compensation claims, or employment related claims, of Long Beach employees. Ilwaco will hold Long Beach harmless for all workers compensation claims, or employment related claims, of Ilwaco employees.
3. Each city is solely responsible for the financial management of its Wastewater treatment plant operation program, and will hold the other city and Operator harmless for any penalty imposed as a result of any financial or program audit.

IV. TERMINATION

This agreement is entered into on this _____ day of _____, 2016. It will terminate, if not sooner terminated by 60 days written notice from one party to the other, on December 31, 2021.

City of Ilwaco

City of Long Beach

Mayor

Mayor