

INTERLOCAL COOPERATIVE AGREEMENT

THIS AGREEMENT made this 13th day of October, 2011, between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a public utility incorporated under the laws of the State of Washington and having its principal place of business in Wenatchee, Washington, herein referred to as "District", and the MANSON PARKS & RECREATION DISTRICT, a municipal corporation of the State of Washington and having its principal place of business in Manson, Washington herein referred to as "Manson".

RECITALS:

Whereas, District is authorized pursuant to RCW 54.04.070 to award contracts pursuant to the small works roster process provided in RCW 39.04.155 for its public works projects under \$300,000 and to maintain a small works roster for that purpose;

Whereas, Manson is authorized pursuant to RCW 87.03.436 to award contracts pursuant to the small works roster process provided in 39.04.155 for its public works projects and to maintain a small works roster for that purpose;

Whereas, District maintains a small works roster for different categories of anticipated work as provided in RCW 39.04.155;

Whereas, in order to make the most efficient use of their services and facilities, and in order to access the greatest selection of contractors and competitive bids for small works projects, Manson desires to adopt and otherwise incorporate by reference the small works roster maintained by District as the small works roster of Manson pursuant to Chapter 87.03 RCW and to utilize the same in the award of small works contracts of Manson; provided, however, Manson shall be solely responsible for material compliance in all respects with the provisions of Chapters 39.04 RCW and 87.03 RCW in the utilization of said small works roster relating to those contracts awarded by Manson; and

Whereas, the Interlocal Cooperation Act, RCW Chapter 39.34, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which each public agency entering into the contract is authorized by law to perform;

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

1. For the duration of this Agreement, unless sooner terminated as provided for below, as long as District maintains a small works roster in accordance with RCW 39.04.155 said roster shall be made available to Manson for the purpose of securing bids from those contractors listed thereon the same as if said roster were maintained by Manson pursuant to RCW 87.03.436; provided, however, District shall be solely responsible for administering said roster.

2. Manson shall be solely responsible for complying in all respects with the requirements of RCW 87.03.436 and RCW 39.04.155 in the solicitation of bids upon small works projects from contractors listed upon the small works roster maintained by District and in the award of any contracts relating thereto. In furtherance thereof, Manson agrees to indemnify, defend and hold harmless District from and against any claims, causes of action or damages arising out of the award of any small works contract by Manson which claim, cause of action or damage is predicated upon the use by Manson of the small works roster maintained by District.

3. For purposes of the issuance of any notice required by law, Manson shall be entitled to publish notice of the existence of the small works roster or rosters maintained by District, that said roster(s) is adopted as the small works roster maintained by Manson, and solicit the names of contractors for such roster or rosters; provided, however, District shall have sole discretion to govern the manner in which said roster is maintained including the determination of all responsible contractors listed thereon.

4. The Agreement shall be effective upon execution of both District and Manson and upon filing in the manner specified below. It shall remain in effect until such time as it is terminated by either party giving the other not less than thirty (30) days prior written notice of termination.

5. The foregoing Agreement of the parties shall be administered as follows:

(a) The Procurement/Contract Services Department Manager for District shall be the sole Administrator of this Agreement insofar as it relates to the maintenance of the small works roster and sharing of the same with Manson.

(b) The Parks Director for Manson shall be the sole Administrator of this Agreement insofar as it relates to the utilization by Manson of the small works roster maintained by District, and insuring compliance by Manson with the requirements of RCW 39.04.155 in securing bids from said roster.

6. Manson shall be solely responsible for administration of all contracts awarded by Manson utilizing the small works roster maintained by District, including all contractors billing attributable to work performed by any contractor pursuant thereto.

7. The Administrators shall, in compliance with RCW 39.34, upon executing of this Agreement, have it filed with their respective County Auditor or alternatively listed by subject on the District's website for District and Manson.

8. Nothing contained in this Agreement, or the provision of services pursuant thereto, shall create or impose any liability on District or Manson for the acts of the other.

9. This instrument embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

10. This Agreement shall be deemed effective upon the concurrence of each governing body of the parties hereto.

EXECUTED THIS 13th day of October, 2011

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY

By 

Steve Currit
Director – Shared Services Division

MANSON PARKS & RECREATION
DISTRICT

By 

Len England
Chairman of the Board of Commissioners