

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Public Utility No. 1 of Skagit County
AND
Skagit County

SKAGIT COUNTY
Contract # C20220087
Page 1 of 10

THIS AGREEMENT is made and entered into by and between Public Utility No. 1 of Skagit County, a Washington municipal corporation ("District") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The District and the County may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties." In consideration of the following, the parties mutually agree as follows:

1. PURPOSE: The County will perform specified maintenance work on and provide supplies, for vehicles owned by the district to be reimbursed to the County at the actual cost incurred by the County for said maintenance work and supplies, pursuant to the terms of this Agreement.

2. RESPONSIBILITIES: The County, via the Skagit County Public Works Department, Equipment Division, will provide specific vehicle maintenance and/or repair services to approximately sixty (60) District vehicles (primarily including dump trucks, backhoes, and several passenger vehicles), pursuant to the terms of this Agreement. The specific maintenance and/or repair work to be performed by the County on certain District vehicles is more particularly described at Exhibit "A", which is attached hereto and incorporated by reference. The County makes no representations or warranties whatsoever about the services provided to the district vehicles pursuant to the terms of this Agreement, and the district specifically recognizes and agrees that the County shall not be responsible or liable for any actual or alleged invalidation of any District vehicle warranties. Upon completion of any work or services performed by the County to District vehicles, the district shall have a duty to inspect and accept such work and services prior to using said District vehicles.

2.1 The County is not obligated to perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement. In any instance (or in all instances), the County may choose not to perform any services or not to perform certain services if the County determines (at the County's sole option, discretion, and judgment) that it would be unsafe, impracticable, or otherwise not feasible for the County to perform such services for any reason. The parties recognize and agree that maintenance, repair, and servicing of County vehicles (and/or other County work obligations) shall take priority over any services performed on or for District vehicles, and that any services performed by the County pursuant to this Agreement shall be otherwise be dependent upon the availability of County staff and resources. The district recognizes and agrees that in the event that the County determines (at the County's sole option and discretion) that the County cannot provide services for the district vehicles, that the district will be responsible for finding other alternative vehicle maintenance services at the district's sole cost, expense, and liability, without recourse from the County.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from 1/1/2022 through 12/31/2026 unless sooner terminated pursuant to the terms herein.

4. **MANNER OF FINANCING:** The District shall fully reimburse the County for all the County's costs and expenses incurred by the County in providing services pursuant to this Agreement. Such costs and expenses shall include, but not be limited to, County staff time wages and benefits of County staff, costs of supplies and materials, fuel, electricity, fees, and expenses incurred by the County, and any applicable taxes. In addition to the district's reimbursement to the County for the County's actual costs and expenses for such services, the district shall also pay an additional administrative fee of nine percent (9%) of the County's total actual costs and expenses for the County's services. The nine percent (9%) administrative fee is imposed as a means of reimbursement to the County for the County's administrative staff time (and other staff time) for providing the County's services pursuant to this Agreement. The County may invoice the district monthly. The district shall promptly pay any such invoices from the County within thirty (30) days.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Skagit County Public Works Department Equipment Division Manager.

5.2 The District's 's representative shall be the Operations Manager of the District, or his/her designee.

6. **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.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering this contract except as expressly provided herein. Provided, that to the maximum extent allowed by law, the district hereby releases and holds harmless the County its elected officials, employees, volunteers, and agents for any liability and/or damages arising from and/or related to the County's services provided pursuant to this Agreement.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The 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.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **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.

12. **INSURANCE:** The District shall provide the County with a copy of an insurance certificate with the following coverage terms: The coverage provided shall include Automobile Liability no less than one million dollars (\$1,000,000) with coverage for owned non-owned hired and leased vehicles. Coverage must be provided by an insurance company authorized to write insurance in the State of Washington and has an A+ or better rating in the AM Best Rating Guide Insurance, and in terms of amount and form must be approved by Skagit County Risk Manager at his/her sole discretion. The district's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the district's insurance and shall not contribute to it. The Skagit County Risk Manager may from time to time modify or impose additional insurance requirements as the Skagit County Risk Manager deems appropriate, and District shall submit proof of the required insurance yearly (accompanying its budget) to the County Board of Commissioners. Unless the required insurance is obtained through membership of a risk pool which prohibits the naming of others as additional insured, Skagit County, its elected officials, officers, and employees shall be named as additional insured on all policies.

GOVERNMENT AGENCY: PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT
COUNTY


George Sidhu (Feb 9, 2022 11:19 PST)

General Manager

George Sidhu

Print Name

Feb 9, 2022

Date

Mailing Address:
1415 Freeway Drive
Mount Vernon, WA 98274

DATED this 28 day of February, 2022.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Peter Browning, Chair




Ron Wesen, Commissioner



Lisa Janicki, Commissioner

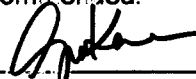
Attest:



Linda Hannon
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

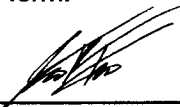
Recommended:



Department Head

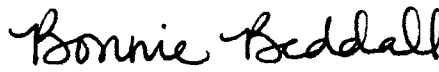
County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Bonnie Beddall
Risk Manager

Approved as to budget:



Lisha Logne
Budget & Finance Director

Exhibit "A"

Specific maintenance and/or repair work to be completed on Public Utility District No. 1 of Skagit County Vehicles and/or equipment

Subject to the terms of the interlocal agreement by and between Skagit County and the District, the following specific maintenance and/or repair tasks may be performed by the Skagit County Public Works Department, Equipment Division:

1. Preventative maintenance
 - Change oil, oil filter, grease all fittings, check tire pressure, check all fluids, check all lights, inspect brakes as requested
 - Change transmission oil or differential oil as requested
2. Brakes
 - Repair and replace as requested
3. Drive line
 - Replace U-joints as requested
4. Electric
 - Diagnose and make repairs as requested
5. Fuel system
 - Change fuel filters and fuel pumps as requested
6. General repairs
 - Window replacement
 - Door panel repairs
 - Seat (upholstery) repairs
 - Seat belt replacement
 - Air Conditioning repairs / add Freon
 - Replace / tighten loose nuts, bolts and screws
7. Engine
 - Replace air pumps, belts, hoses and alternators as requested
 - The County will not perform major engine work.
8. Suspension
 - Shock replacement
 - Front end work – idler arm, tie rod end and drag link replacement

9. Hydraulics

- Diagnose problems and make repairs as requested

10. Tires

- Replace, rotate, balance, and maintain proper air pressure

11. Fabrication

- Build support brackets for strobe lights, toolboxes, shovels, and other tools that need to be mounted to vehicles and equipment

The County will not perform body work on District vehicles, or work covered by District vehicle warranties. The district has the sole duty to determine if the needed work is covered by warranties and if work is authorized by the district, then the County may assume that such work is not covered by warranties. The County (at the County's sole option and discretion) may choose to not perform some or any of the above-described maintenance and repair services. Skagit County makes no representations or warranties whatsoever (express or implied) regarding any work performed by the County on any District vehicle(s).






2022 INTERLOCAL AGREEMENT PUD

Final Audit Report

2022-02-09

Created:	2022-02-09
By:	Shannon Patiño (patino@skagitpud.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuFX4h-Iz3GrBMdUzYqsmEWnDMR2I4i4j

"2022 INTERLOCAL AGREEMENT PUD" History

-  Document created by Shannon Patiño (patino@skagitpud.org)
2022-02-09 - 7:14:01 PM GMT
-  Document emailed to George Sidhu (sidhu@skagitpud.org) for signature
2022-02-09 - 7:15:24 PM GMT
-  Email viewed by George Sidhu (sidhu@skagitpud.org)
2022-02-09 - 7:18:48 PM GMT
-  Document e-signed by George Sidhu (sidhu@skagitpud.org)
Signature Date: 2022-02-09 - 7:19:07 PM GMT - Time Source: server
-  Agreement completed.
2022-02-09 - 7:19:07 PM GMT

INSURED/PARTICIPANT:

Public Utility District #1 of Skagit Co
 1415 Freeway Dr
 Mount Vernon, WA 98273

MEMORANDUM#: 2022-00-617

EFFECTIVE: September 1, 2021 through August 31, 2022

This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:

Skagit County
 Public Works Department
 201 East Avon Avenue
 Burlington, WA 98233

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

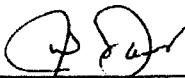
COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$1,000,000
<i>Professional Liability</i>	\$1,000,000	\$1,000,000
<i>Personal Liability</i>	\$1,000,000	\$1,000,000
<i>Products – Complete Operation</i>	\$1,000,000	\$1,000,000
AUTO LIABILITY	N/A	N/A
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	N/A	N/A
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
<i>Per Occurrence Aggregate</i>	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
<i>Property</i>	N/A	N/A
<i>Mobile Equipment</i>		
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A

CANCELLATION:

Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to contracted party.



Authorized Representative
 August 4, 2021

enduris
ASSURANCE GROUP

Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases. As long as the contract between an Enduris member and a third party qualifies as a “member contract” and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district’s indemnity obligation should also be covered.

Enduris Washington’s memorandum of coverage (MOC) contains the definition of a “member contract” as follows:

SECTION IV – DEFINITIONS

[...]

M. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
2. The agreement was entered into prior to the damage for which a claim is made.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member’s routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.

Reliability in a Risky World