

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
CITY OF MOUNT VERNON
AND
PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY**

THIS AGREEMENT is made and entered into this 14th day of October, 2021, by and between the **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY**, a Public Utility District of the State of Washington, (hereinafter referred to as the "PUD"); and the **CITY OF MOUNT VERNON**, a municipal corporation of the State of Washington, (hereinafter referred to as the "City"),

WHEREAS the PUD is required to perform certain frontage improvement required as a result of traffic concurrency obligations for PUD's construction of site improvements (PUD's Project). This generally includes construction of new sidewalk, curb and gutter, drainage, and restoration, along the frontage of 1415 Freeway Drive; and

WHEREAS the PUD is required to install the frontage improvements as a part of PUD's Project in a manner which meets or exceeds the City's design standards; and

WHEREAS the PUD has budgeted for such improvements as part of the PUD's Project; and

WHEREAS the City has identified in its 2021 Capital Improvement Project, Freeway Drive Improvements that span the PUD Project including sidewalk and drainage on the west side of Freeway Drive and also include sidewalk connecting Cameron Way to College Way; and

WHEREAS the parties have determined that it would be beneficial to incorporate PUD's Project into the Freeway Drive Improvements Project as a single effort and gain an economy of scale and thus satisfy the PUD's frontage improvement obligation for Permit Number ENGR19-0417 by contributing an agreed funding amount in lieu of performing its required Freeway Drive frontage improvement obligations; and

WHEREAS, the parties are each independently authorized by law to construct their respective projects and to contract with another; and

WHEREAS, supplemental to each parties authority, the Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and

pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities authorizing public agencies to contract with another to perform any governmental service, activity, or undertaking which each public agency is authorized to perform; and

WHEREAS, it is of mutual advantage to the City and the PUD to enter into this Agreement providing a mechanism to seek bids as part of the City's Project and incorporate the Freeway Drive frontage improvements described above by a single contractor through the City's public works process and the PUD pay for a fair share portion, based on the scope of the PUD's Project.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:


1. **PURPOSE:** The purpose of this contract is to provide funds to the City needed to establish improvements within the City's right of way located at 1415 Freeway Drive in exchange for release of PUD's obligation to perform the required frontage improvements.
2. **RESPONSIBILITIES:**
 - 2.1 PUD. The PUD shall transfer funds in the amount of Two Hundred Nine Thousand and 00/100 dollars (\$209,000.00) to the City within sixty days from the date of execution.
 - 2.2 City. Upon receipt of the funds set forth in Section 2.1 the City releases the PUD from its obligation and claims against PUD to make frontage improvements to Freeway Drive Street as conditioned within traffic concurrency permits Permit Number ENGR19-0417 and any other applicable permits and law as applied to and associated with PUD's Project.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be effective on the date of execution and shall terminate upon receipt of payment of funds set forth in Section 2.1.
4. **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 PUD's representative shall be Mark Handzlik.
 - 5.2 The City's representative shall be William Bullock.

5. 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.
6. 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 City by reason of entering into this contract except as expressly provided herein.
7. 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.
8. 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.
9. INTERPREATION AND VENUE. Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
10. SIGNING. This Agreement may be executed in counterparts. The last party executing this Agreement shall constitute the effective date.
11. CAPTIONS. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
12. 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MOUNT VERNON

PUBLIC UTILITY DISTRICT NO. 1

By: 
Mayor


By: 
George Sidhu (Oct 29, 2021 08:22 PDT)

Approved as to form:

Approved as to form:


City Attorney

Peter Gilbert
Peter Gilbert (Oct 29, 2021 10:22 PDT)

Attest:

City Clerk


Oct 29, 2021

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MOUNT VERNON

PUBLIC UTILITY DISTRICT NO. 1

By: _____
Mayor

By: 
George Sidhu (Oct 21, 2021 16:06 PDT)
George Sidhu, P.E., General Manager

Approved as to form:

Approved as to form:

City Attorney

Peter Gilbert
Peter Gilbert (Oct 25, 2021 16:36 PDT)

Finance Director

Oct 25, 2021

**City Mount Vernon
Freeway Drive Corridor Improvements**

**Cost Estimate
Bid Set**

Item No.	Section	Item Description	Unit	Quantity	Unit Price	Total Cost
- PUD Improvements						
1	1-09	Mobilization	LS	1	\$ 14,518.27	\$ 14,518.27
2	1-10	Project Temporary Traffic Control - Mind Bid \$35,000.00	LS	1	\$ 9,215.00	\$ 9,215.00
3	2-01	Pavement Saw-Cutting	LF	770	\$ 10.75	\$ 8,277.50
4	2-01	Clearing and Grubbing	ACRE	0.1	\$ 27,800.00	\$ 2,780.00
5	2-03	Common Borrow Incl. Haul	CY	75	\$ 84.00	\$ 6,300.00
6	2-03	Roadway Excavation Incl Haul - Area Pond	CY	285	\$ 31.00	\$ 8,835.00
7	2-09	Structure Excavation Class B Incl. Haul	CY	35	\$ 9.00	\$ 315.00
8	2-09	Shoring or Extra Excavation Class B	SF	1700	\$ 0.30	\$ 510.00
9	7-01	Gravel Backfill for Drain	CY	30	\$ 129.00	\$ 3,870.00
10	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	LF	181	\$ 90.00	\$ 16,290.00
11	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	268	\$ 103.00	\$ 27,604.00
12	7-04	Testing Storm Sewer Pipe	LF	449	\$ 0.25	\$ 112.25
13	7-05	Catch Basin Type 1	EA	7	\$ 2,025.00	\$ 14,175.00
14	8-01	High Visibility Fence	LF	335	\$ 5.00	\$ 1,675.00
15	8-01	Inlet Protection	EA	3.5	\$ 93.75	\$ 328.13
16	8-02	Seeding, Fertilizing, and Mulching - Site Roadside	SY	350	\$ 2.50	\$ 875.00
17	8-02	Topsoil Type A	CY	135	\$ 76.00	\$ 10,260.00
18	8-02	Topsoil Type C	SY	350	\$ 6.00	\$ 2,100.00
19	8-02	Medium Compost	SY	265	\$ 10.30	\$ 2,729.50
20	8-02	Bark or Wood Chip Mulch	SY	212.5	\$ 7.30	\$ 1,551.25
21	8-02	PSIPE, KINNIKINNICK, 1 GALLON	EA	164	\$ 16.50	\$ 2,706.00
22	8-02	PSIPE, KELYSII DOGWOOD, 1 GALLON	EA	41.5	\$ 16.50	\$ 684.75
23	8-02	PSIPE, CONEFLOWER, 1 GALLON	EA	56.5	\$ 16.50	\$ 932.25
24	8-02	PSIPE, COMPACT OREGON GRAPE, 1 GALLON	EA	40.5	\$ 16.50	\$ 668.25
25	8-02	PSIPE, MAIDEN GRASS, 1 GALLON	EA	36	\$ 16.50	\$ 594.00
26	8-02	PSIPE, BIORETENTION MIX, 10-INCH PLUG	EA	847.5	\$ 9.00	\$ 7,627.50
27	8-04	Cement Conc. Traffic Curb and Gutter	LF	685	\$ 36.00	\$ 24,660.00
28	8-05	Potholing	EST.	0.5	\$ 5,000.00	\$ 2,500.00
29	8-14	Cement Conc. Sidewalk	SY	360	\$ 61.60	\$ 22,176.00
30	8-15	Quarry Spalls	TON	11.5	\$ 98.00	\$ 1,127.00
Project Totals						
Construction Total						\$ 195,996.65
Construction Management and Engineering (9%)						
Design Cost/Changes						\$ 13,685.00
Project Total (rounded)						\$ 209,000.00

Video Entry Control System

001.99.526.71.6300

506962/507050

34,129.33

001.99.526.71.6300 Total

34,129.33

Video Entry Control System Total

34,129.33









PUD City MV - Freeway Drive - Interlocal - signed by MV

Final Audit Report

2021-10-29

Created:	2021-10-29
By:	Catherine Price (price@skagitpod.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEh_X2wztUyP-dIHVOOGnSJnmMpcSd4zV

"PUD City MV - Freeway Drive - Interlocal - signed by MV" History

-  Document created by Catherine Price (price@skagitpod.org)
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-  Document emailed to George Sidhu (sidhu@skagitpod.org) for signature
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-  Email viewed by George Sidhu (sidhu@skagitpod.org)
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-  Agreement completed.
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