

RESOLUTION NO. 2012-15

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A SPECIFIC PROJECT AGREEMENT BETWEEN
THE CITY OF GRANDVIEW AND CITY OF MABTON FOR
WASTEWATER TREATMENT PLANT SERVICES**

WHEREAS, by Resolution No. 2011-51 the Cities of Sunnyside, Grandview, Mabton and Prosser entered into an Interlocal Agreement regarding the cooperative use of facilities, equipment and personnel, and,

WHEREAS, the Cities of Grandview and Mabton wish to enter into a Specific Project Agreement for wastewater treatment plant services,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

1. The Specific Project Agreement between the City of Grandview and the City of Mabton for wastewater treatment services in the form as is attached hereto and incorporated herein by reference is hereby approved.
2. The Mayor is hereby authorized to sign the Specific Project Agreement for the City.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 28, 2012.

MAYOR



ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**SPECIFIC PROJECT AGREEMENT
BETWEEN THE CITY OF GRANDVIEW AND THE CITY OF MABTON
FOR WASTEWATER TREATMENT PLANT SERVICES**

This agreement is made and entered into this 14th day of February, 2012, by and between the City of Grandview, a municipal corporation, hereinafter referred to as "Grandview" and the City of Mabton, a municipal corporation, hereinafter referred to as "Mabton";

WHEREAS, the Revised Code of Washington Chapter 39.34 allows local governments to enter into Interlocal Agreements to make the most efficient use of their powers through mutual cooperation; and

WHEREAS, the cities of Prosser, Grandview, Sunnyside and Mabton entered into an Interlocal Master Agreement regarding the cooperative use of facilities, equipment and personnel; and

WHEREAS, Grandview and Mabton would like to execute a Specific Project Agreement as identified in Section 4 of the Master Agreement for wastewater treatment plant services;

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby and the terms, conditions and covenants contained herein, Grandview and Mabton hereby agree as follows:

1. **Duration**. This agreement shall commence on March 1, 2012 and terminate upon obtaining a certified wastewater treatment plant operator. Either party may terminate this agreement without cause by delivering to the other thirty (30) days written notice of such termination.
2. **Purpose**. The purpose of this agreement is to provide a mechanism for Grandview to provide Mabton with certain essential wastewater treatment plant services in the absence of their wastewater treatment plant operator.
3. **Services to be provided by Grandview**. Grandview agrees to provide the following services to Mabton, providing Grandview's wastewater treatment plant employees are not needed in their jurisdiction:
 - a. Daily inspection of wastewater treatment plant.
 - b. Meet samplings requirements.
 - c. Complete Mabton's monthly DOE report.
 - d. Meet with the Mayor to report on plant operation.

Grandview will log an estimated three to four hours per day until such time as Mabton can hire a replacement wastewater treatment plant operator.

4. **Cost of Services.** Grandview shall provide the services described in paragraph three (3) at the rate of \$26.37 per hour (includes social security/medicare, medical aid and retirement) plus mileage at the rate of 55.5 cents per mile traveled in performing services.

All services shall be billed in increments of 15 minutes and shall be calculated from the time the Grandview employee leaves the City of Grandview to the time the employee returns to the City of Grandview.

Grandview shall submit an invoice which describes all services rendered and provides the amount due from Mabton at least on a monthly basis. Mabton shall pay such invoice within thirty (30) days from its receipt.

5. **Indemnification and Hold Harmless.**

A. Mabton agrees to hold harmless, indemnify, and defend Grandview, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of Mabton, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Mabton under this Agreement.

B. Grandview agrees to hold harmless, indemnify, and defend Mabton, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of Grandview, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Grandview under this Agreement.

C. In the event that the officials, officers, agents, and/or employees of both Grandview and Mabton are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

D. Nothing contained in this Article or this Agreement shall be construed to create a right of indemnification in any third party.

6. **Property Acquired and Financial Records.** No jointly owned property shall be acquired under this agreement. Both parties acknowledge that its books are subject to audit by the State Auditor and agree to allow the State Auditor complete access to all of the books and records maintained by them.


7. **Relationship of the Parties.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of Grandview shall be deemed to be an employee, agent, servant, or

representative of Mabton. Likewise, no agent, employee, servant or representative of Mabton shall be deemed to be an employee, agent, servant or representative of Grandview for any purpose.


8. **Administrator of the Agreement.** The administrators of this agreement shall be the City Administrator of Grandview and the Mayor of Mabton.

Dated: 2/14/12, 2012

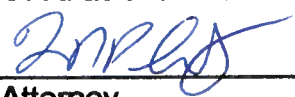
CITY OF GRANDVIEW



Mayor

Attest:


City Clerk


Approved as to form:


City Attorney


CITY OF MABTON



Mayor

Attest:


City Clerk

Approved as to form:


City Attorney