

**INTERLOCAL COOPERATION AGREEMENT BETWEEN DRAINAGE  
IMPROVEMENT DISTRICT #8 AND THE LAKE STEVENS SEWER DISTRICT  
REGARDING CONSOLIDATION OF SERVICES**

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of June, 2000, by and between Drainage Improvement District #8 (hereinafter referred to as the DRAINAGE DISTRICT) and The Lake Stevens Sewer District (hereinafter referred to as the SEWER DISTRICT) for consolidation and coordination of services between the two parties.

WHEREAS, it is in the public interest to effectively and efficiently deal with stormwater and sewer issues within the jurisdictional boundaries and the Lake Stevens Urban Growth Area (UGA); and

WHEREAS, the Lake Stevens UGA includes several responsibilities shared by both the DRAINAGE DISTRICT and SEWER DISTRICT (hereinafter referred to as the "Jurisdictions" when referring to both service providers); and

WHEREAS, it is to the mutual advantage of the parties to share operation and maintenance facilities for the purpose of providing efficient methods of maintaining stormwater and sewer systems within the jurisdictional boundaries; and

WHEREAS, pursuant to Chapters 57.08.005(5) RCW, 85.38.180 RCW and 57.08.044 RCW, the parties are authorized to exercise the powers, privileges, and authority described herein:

WHEREAS, this agreement would address reducing duplication of services between the two jurisdictions and would provide a higher urban level of service for sanitary sewer service and surface water within the urban growth area.

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

**Section 1. Parties and Purpose of this Agreement.**

- 1.1 This Agreement establishes the benefits and obligations to the DRAINAGE DISTRICT and SEWER DISTRICT for consolidation of their services. The parties agree that they intend to act jointly pursuant to the authority of Chapter 85.38.180 RCW and Chapter 57.08.044 RCW to accomplish the purpose recited herein. No separate legal entity is created by this Agreement.

- 1.2 Consolidation and coordination of services between the Jurisdictions will result in a more cost effective and efficient level of service throughout the community lying within the parties' boundaries.

## **Section 2. Definitions.**

For the purpose of this Agreement, the following words shall have the following meanings, unless another meaning is clearly intended:

- 2.1 "Jurisdictions" means the Lake Stevens Sewer District and Drainage Improvement District #8.
- 2.2 "Operational maintenance equipment and vehicles" means the tools necessary to perform the work required to assure continued functioning of storm and surface water systems as well as the sanitary sewer system in order to keep them in operating condition.

## **Section 3. Number and Gender.**

Whenever applicable, the use of the singular number shall include the plural, the use of the plural number shall include the singular, and the use of any gender shall be applicable to all genders.

## **Section 4. Management Structure.**

- 4.1 Each Jurisdiction shall maintain separate Boards of Commissioners.
- 4.2 Each Jurisdiction shall maintain its own managers and staff support. Per this Agreement, the Jurisdictions may request a member or members of their staff share responsibilities pertaining to both Jurisdictions.

## **Section 5. Effectiveness.**

This Agreement shall become effective after the following:

1. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto; and
2. Execution of the Agreement by two of the duly authorized representatives of each of the parties hereto.

## **Section 6. Filing.**

A copy of the Agreement shall be filed with the following public officials:

1. Drainage Improvement District #8 Commissioners
2. Lake Stevens Sewer District Commissioners

## **Section 7. Activities.**

### **7.1 DRAINAGE DISTRICT Responsibilities**

- A. Review Drainage and T.E.S.C. plans and provide monitoring and inspection for SEWER DISTRICT and developer projects within the SEWER DISTRICT boundaries. The SEWER DISTRICT shall adopt specific standards for such review monitoring and inspection by the DRAINAGE DISTRICT. The cost to be paid to the DRAINAGE DISTRICT for such services shall be determined by mutual agreement of the parties and absent such agreement, the DRAINAGE DISTRICT shall be under no obligation to provide such services.
- B. The DRAINAGE DISTRICT will respond to requests from the SEWER DISTRICT to provide services within the DRAINAGE DISTRICT's area of expertise and to provide equipment as needed, as determined by the DRAINAGE DISTRICT manager.

### **7.2 SEWER DISTRICT Responsibilities**

- A. The SEWER DISTRICT will respond to requests from the DRAINAGE DISTRICT to provide equipment and area services within the SEWER DISTRICT's area of expertise as determined by the SEWER DISTRICT manager.

- 7.3 **Ability to Contract for Services.** In such cases where the jurisdictions require help supplied from the other, the jurisdiction using the services or equipment shall pay the lending Jurisdiction's salary and equipment rental rate plus direct salary overhead or administrative overhead currently in effect.

## **Section 8. Dispute Resolution.**

In the event of a dispute among the Jurisdictions pertaining specifically to the terms and conditions of this Agreement, the dispute shall first be considered by the elected decision-making bodies of the Jurisdictions. If the dispute is not settled at this level, a mediator approved by the Jurisdictions will mediate resolution of the dispute. If after mediation disputes remain regarding the Jurisdictions' specific rights and obligations under this Agreement, those disputes shall be placed before an arbitrator approved by the disputing Jurisdictions for binding arbitration. However, the Jurisdictions by Agreement may waive arbitration and have any dispute decided in Snohomish County Superior Court. The cost of mediation or arbitration shall be equally born by all parties.

## **Section 9. Amendment or Modification.**

No amendment or modification of this Agreement, including any addition or deletion thereto, shall be effective unless approved and executed by the Jurisdictions in the same

form and manner as, and subject to the remaining provisions of, this Agreement. It is recognized that this is an initial Agreement that does not encompass all the matters of concern to the Jurisdictions. However, the operation and decision-making framework contained herein does establish baseline policies and direction regarding the efficient provision of storm/surface water services and sewer services within the UGA. Therefore, any future matters will be addressed through the Commissioners and as Agreement on their management is developed, specific operating addenda for these issues will be incorporated into this Agreement.

#### **Section 10. Liability.**

No liability shall attach to either the DRAINAGE DISTRICT or the SEWER DISTRICT by reason of entering into this Agreement except as expressly provided herein.

#### **Section 11. Indemnification and Hold Harmless.**

Each party hereto agrees to indemnify and defend the other parties, their officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of each party's acts, errors or omission in the performance of the Agreement. Provided, however, that each party's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of another party, its officers, officials, employees or agents. Provided further, that in the event of the concurrent negligence of the parties, each party's obligations hereunder shall apply only to the percentage attributable to another party, its employees or agents.

#### **Section 12. Amendments, Extension or Termination.**

- 9.1 This Agreement may be amended, altered, clarified or extended only by written Agreement of the parties hereto.
- 9.2 Each party may terminate this Agreement for any reason upon 60 days written notice, after which the Agreement is void.

#### **Section 13. Direction and Control.**

The parties agree that each party will perform the services under this Agreement as an independent contractor and not as an agent or employee of the other. The parties agree that each party is not entitled to any benefits or rights enjoyed by employees of the other. Each party specifically has the right to direct and control its own activities in providing the agreed services in accordance with specifications set out in this Agreement. The other parties shall only have the right to ensure performance.

**Section 14. Compliance with Laws.**

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Each party shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement including, but not limited to, laws against discrimination.

**Section 15. Access to Books/Records.**

Each party may, at reasonable times, inspect the books and records of the other parties relating to performance of this Agreement. Each party shall keep all records required by this Agreement for five years after termination of this Agreement for audit or inspection by the other parties.

**Section 16. Contingency.**

The obligations of each party to this Agreement are contingent upon local legislative appropriation of necessary funds in accordance with law.

**Section 17. Limitation on Authority.**

The parties understand that this Agreement does not impose on them any obligation to exercise the authority or perform the functions of the others; and that neither party is relieved by this Agreement of any obligation or responsibility impressed upon it by law, except to the extent that actual and timely performance thereof is accomplished by the performance of the parties under this Agreement.

**Section 18. Integration Clause.**

There are no verbal or other Agreements which modify this document.

**Section 19. Severability.**

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

**Section 20. Term.**

The term of this Agreement shall be for 5 years from its effective date. The Jurisdictions agree to negotiate in good faith towards the continuance of this Agreement prior to its expiration.

**Section 21. Interlocal Cooperation Act.**

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual Agreement. Any real or personal property used by any part in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other parties will have no joint or other interest herein.

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

DRAINAGE IMPROVEMENT DISTRICT #8

\_\_\_\_\_  
Ken Withrow, Commissioner Chairman

*Tom Michajla*

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Tom Michajla, Commissioner

*[Signature]*  
\_\_\_\_\_  
Bill Foster, Commissioner

Approved as to form:

*[Signature]*  
\_\_\_\_\_  
Drainage District #8 Attorney

Attest:

*Dicki L. Hayes*

Date

*6/14/00*

LAKE STEVENS SEWER DISTRICT

\_\_\_\_\_  
K. G. Withrow, President & Commissioner

*Jack B. Hatlen*

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J. B. Hatlen, Secretary & Commissioner

*[Signature]*  
\_\_\_\_\_  
J. B. Mitchell, Commissioner

Approved as to form:

*[Signature]*  
\_\_\_\_\_  
Lake Stevens Sewer District Attorney

Attest:

*Mary Coorod*

Date

*6/8/00*