

RESOLUTION NO 2012 - 70



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING THIS INTERLOCAL AGREEMENT TO PERFORM WASTEWATER LAB TESTING SERVICES FOR THE CITY OF MABTON

WHEREAS, pursuant to the powers accorded by Chapter 39.34, RCW, the City of Sunnyside and City of Mabton possess authority to execute an inter-governmental cooperation agreement; and

WHEREAS, the City of Mabton has proposed an interlocal agreement for the City of Sunnyside to perform laboratory services for the City of Mabton; and

WHEREAS, the City Council finds and determines that entering into such interlocal agreement is in the best interests of the residents of the City of Sunnyside and will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON as follows:

SECTION 1. That the City Council hereby authorizes an interlocal agreement with the City of Mabton to perform Wastewater Laboratory Testing Services, as attached hereto as Exhibit "A" and incorporated herein by this reference, and the Interim City Manager is hereby authorized to enter into said agreement for and on behalf of the City of Sunnyside, and to prepare, execute and administer all documents and reports necessary or appropriate to accomplish the purposes of the agreement.

1. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 8th day of October, 2012.


MIKE FARMER, MAYOR

ATTEST:


DELILAH SAENZ, CITY CLERK

EXHIBIT "A"

PUBLIC WORKS DEPARTMENT
INTERAGENCY AGREEMENT
FOR
WASTEWATER LABORATORY TESTING

CITY OF SUNNYSIDE
AND
CITY OF MABTON

The City of Sunnyside and City of Mabton hereby enter into this Agreement for the purpose of wastewater laboratory testing for BOD, TSS and Fecal/Coliform.

The City of Sunnyside Wastewater Laboratory is accredited by the State of Washington to perform wastewater testing described above, and the City of Mabton Wastewater Laboratory is not presently accredited for such testing and yet has the requirements to provide the data derived from such testing as a service to the City of Mabton pursuant to the following conditions:

1. The tests will be completed twice per week pursuant to Department of Ecology requirements. Such tests will be completed on the same schedule that the City of Sunnyside performs its own tests. City of Mabton personnel will be responsible for delivering the samples to be tested to the Sunnyside Wastewater Treatment Facility within the timeframe and conditions set by the Sunnyside Lab Technician.
2. The City of Mabton will pay Five Hundred Sixty Dollars (560.00) for this service payable on a quarterly basis (1680.00 per quarter) beginning on September 19, 2012.
3. The City of Sunnyside will perform such tests in the same manner as it tests the wastewater of the City of Sunnyside, but does not assume any liability with regards to the testing that is done for the City of Mabton, and the City of Mabton agrees to hold harmless the City of Sunnyside, its official and employees, from any claim or liability arising out of the performances of this Interagency Agreement.
4. This Agreement may be cancelled at any time by either party upon written notice to the Sunnyside City Manager or the Mabton City Clerk/Treasurer

Dated this ____ day of October, 2012

CITY OF SUNNYSIDE

CITY OF MABTON

By: _____
Frank Sweet
City Manager

By: _____
Angel Reyna
Mayor