

**INTERLOCAL AGREEMENT FOR ADMINISTRATION OF PUBLIC WORKS PROJECT
AND TIB GRANT BETWEEN TOWN OF COULEE DAM, CITY OF GRAND COULEE,
AND CITY OF ELECTRIC CITY**

THIS AGREEMENT for services administering a TIB Grant and public works project for chip sealing and associated improvements is made and entered into this day of April, 2024, by and between the TOWN OF COULEE DAM, a Washington municipal corporation, with its principal offices at 300 Lincoln Ave., Coulee Dam, WA 99116, (hereinafter "Coulee Dam" or the "Lead Agency"), the CITY OF GRAND COULEE, a Washington municipal corporation, with its principal offices at 306 Midway Ave, Grand Coulee, WA 99133 (hereinafter "Grand Coulee" or "Participating Jurisdiction(s)"), and the CITY OF ELECTRIC CITY, (hereinafter "Electric City" or "Participating Jurisdiction(s)"), a Washington Municipal Corporation, with its principal offices at 10 Stevens Ave., Electric City, WA 99123. This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW). The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the "Parties".

RECITALS:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), governmental agencies may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, Coulee Dam (as Lead Agency) has agreed to administer a chip seal project and a TIB Grant to Electric City and Grand Coulee (i.e. the Participating Jurisdictions); and

WHEREAS, Coulee Dam is located in Douglas, Grant, and Okanogan Counties and Electric City and Grand Coulee are located in Grant County; and

WHEREAS, the Parties are all located in close proximity to one another; and

WHEREAS, the Parties to this Agreement possess the power and authority to enter into contracts for engineering, public works projects, and grant funding administration; and

WHEREAS, the Parties collectively received one-time grant funding for a chip seal project within all of the jurisdictions; and

WHEREAS, this funding is allowing the Parties to collaboratively engage the services of one (1) engineer and one (1) contractor for chip seal work in all participating jurisdictions; and

WHEREAS, each Participating Jurisdiction and Lead Agency will receive a set amount awarded for grant funding, and each may be required to provide a match to the grant funds as required by TIB and a Fuel Tax Agreement; and

WHEREAS, each Participating Jurisdiction and Lead Agency, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each Participating Jurisdiction and Lead Agency finds that the performance of this Agreement is in the best interest of all Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, after consulting with the Washington State Transportation Improvement Board (hereinafter referred to as "TIB"), the Parties agree and desire to enter into this joint opportunity to receive a greater benefit for chip seal work; and

WHEREAS, the Parties each have a need to complete maintenance chip sealing work on certain streets within each Parties' Jurisdiction, and each Participating Jurisdiction desires to enter into an interlocal agreement (this Agreement) with the Lead Agency to receive services administering the work; and

WHEREAS, the Participating Jurisdictions desire to contract with the Lead Agency to provide such services for the administration of a chip seal project and TIB Grant to the Participating Jurisdictions; and

WHEREAS, the Lead Agency is capable and is willing to provide services for the administration of a chip seal project and a TIB Grant to the Participating Jurisdictions; and

WHEREAS, the TIB Grant for each party will require the parties to cooperate with one another for the efficient administration of the TIB Grant funding; and

WHEREAS, TIB is in support of the Parties working together on this project; and

WHEREAS, by working together and pooling resources, the Parties are able to more efficiently receive the necessary chip sealing work that each party needs; and

WHEREAS, for the Parties to be eligible to receive such grant funding, each Participating Jurisdiction and Lead Agency will need to submit the required TIB forms for bid advertisement, bid award, and closeout. Project Funding Status Forms should be revised to be TIB Project Forms and each Jurisdiction and Lead Agency must certify it has the funds to meet any match if required, execute a Fuel Tax Agreement with TIB, execute a Project Funding Status Form (regardless of match requirement), and enter into this Agreement; and

WHEREAS, the Parties agree to engage in the next steps necessary to facilitate this process; and

WHEREAS, the Parties agree that their cooperation in entering into this Agreement will provide more efficient, effective, and less costly services for citizens within the jurisdictional limits of all Parties, thereby better servicing the public; and

WHEREAS, the Lead Agency and the Participating Jurisdictions understand, acknowledge, and agree that each are empowered to enter into this Agreement under the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

AGREEMENT

1. RECITALS INCORPORATED.

The above recitals are hereby incorporated in and made a part of this Agreement as if fully set forth herein. These recitals are true and correct, and the Parties are bound thereby. By signing this Agreement, each of the Parties acknowledges reading, understanding, and agreeing to all of these recitals.

2. DEFINITIONS.

- 2.1. "Agreement" means this document and its terms, conditions, covenants, and performances contained, as well as the attached Exhibits, which are incorporated herein and made a part hereof.
- 2.2. "Business days" means Monday through Friday, excluding Washington State Holidays per RCW 1.16.050.
- 2.3. "Contracting Procedures" means applicable state laws and the ordinances, resolutions, and administrative orders adopted by a party that specify the methods by which that party purchases goods and services and the methods by which that party obtains professional services, advertises for bids, and awards contracts.
- 2.4. "Contractor" means the individual, partnership, firm, corporation, or other entity with whom the Lead Agency has entered into the contract for the chip sealing Project.
- 2.5. "Engineer" or "Project Engineer" means the engineering firm selected pursuant to Chapter 39.80 RCW for the Project by the Lead Agency as set forth in the consultant agreement between the Town of Coulee Dam and TD&H Engineering.
- 2.6. "Entire Project" or "overall Project" means the public works project specified in a bid package generated by the Lead Agency pursuant to Chapter 39.04 RCW for the purpose of hiring a contractor to complete the specified Project. The bid package shall consist of chip sealing, striping, crack sealing, and other associated work to certain specified streets within all of the Parties' corporate boundaries as further set forth in and Section 5 of this Agreement. The bid package shall include all drawings,

specifications, documents, estimates, paperwork, bid forms, and bid bonds relevant to the work to be performed for the Project.

- 2.7. "Grant" or "TIB Grant" means the funds awarded to each party for the Project, including the Participating Jurisdictions and Lead Agency.
- 2.8. "Lead Agency" means the Party designated as having administrative oversight of the services being provided to other Parties, including the responsibility for tracking expenses, providing invoices, and reconciling costs for services rendered. The Lead Agency is the Town of Coulee Dam, a political subdivision of the State of Washington. The Lead Agency will administer the Project and TIB Grant.
- 2.9. "Participating Jurisdiction" or "Participating Jurisdictions" means any City or Town who has entered into this Interlocal Agreement and has satisfied all of the requirements set forth herein.
- 2.10. "Parties" means the collective term for all Participating Jurisdictions and Lead Agency.
- 2.11. "Project" means the portion or part of the entire Project occurring within the Lead Agency's and Participating Jurisdiction's corporate boundaries as further set forth in Exhibit A.1 and Section 5 of this Agreement.
- 2.12. "Public Works Contract" means the contract for the construction of the entire Project.
- 2.13. "TIB" means the Washington State Transportation Improvement Board.
- 2.14. "WSDOT" means Washington State Department of Transportation.

3. ELIGIBILITY.

- 3.1. For any Participating Jurisdiction to be eligible to participate in this Agreement and receive the benefits conferred herein, they shall complete the following:
 - 3.1.1. Approval of the Agreement by the official action of the governing body of the Participating Jurisdiction and Lead Agency; and
 - 3.1.2. Execution of the Agreement by the duly authorized representative of the Participating Jurisdiction and Lead Agency; and
 - 3.1.3. Execution of TIB Fuel Tax Agreement by the official action of the governing body and the duly authorized representative of the Participating Jurisdiction and Lead Agency; and
 - 3.1.4. Execution and submission of a Project Funding Status Form to TIB; and
 - 3.1.5. Filing a copy of this Agreement or posting a copy of this Agreement to the Parties websites or recording a copy with the County Auditor as required by RCW 39.34.040.
- 3.2. Any Participating Jurisdiction who fails to complete any of the above requirements shall be removed from this Agreement and shall not receive any of the benefits included herein.

4. PURPOSE.

The purpose of this Agreement is to make available, jointly, to the Participating Jurisdiction and Lead Agency, the resources and services (a generic terms to cover the work the lead agency is providing such as engineering and contracting) of the Parties to

carry out a public works Project of certain streets within the Participating Jurisdiction and Lead Agency, and the administration of the TIB Grant that will be reimbursed by each Participating Jurisdiction to the Lead Agency for contracts approved under the terms of this Agreement and the TIB Grant. It is the purpose of this Agreement to utilize the provisions of state law to enable the Parties to take advantage of economies of scale in sharing resources, by providing services to the other Parties, and by conducting joint operations for public works projects.

The Parties hereto, pursuant to Titles 35, 35A, and 39 RCW (bidding laws), and pursuant to Chapter 39.34 RCW do hereby contract to cooperatively procure a public works Project as a result of competitive bidding and within the specifications established by and for each individual Participating Jurisdiction. This Agreement is offered to allow the Parties the capability to procure such public works Project designed specifically for each party's needs to take advantage of prices achieved by group participation.

5. PROJECT.

The public works Project specified in the bid package generated by the Lead Agency pursuant to Chapter 39.04 RCW for the purpose of hiring a contractor to complete chip sealing, striping, crack sealing, and other associated work on the Project. At the time of completion of the bid package, the Participating Jurisdiction's need for Chip Seal Services has been previously determined and a preliminary drawing and/or outline of the streets to likely receive chip sealing, striping, crack sealing, and other associated work are set forth in Exhibit A.1, incorporated herein by this reference and made a part hereto as if set forth in full. The entire Project is estimated to cost \$1,135,000.00 for all three (3) municipalities, including the Participating Jurisdictions and Lead Agency.

6. DURATION.

The Agreement shall take effect on April [REDACTED], 2024, or as soon thereafter as the Participating Jurisdictions are determined to be eligible pursuant to Section 3 of this Agreement.

7. TERMINATION.

- 7.1. This Agreement shall terminate upon completion of the Project further described herein, including payment, reimbursement, and close out; or on a specific date and time, upon written mutual agreement of the Lead Agency and the Participating Jurisdiction(s). No termination by one (1) single jurisdiction shall terminate the Agreement for any other Participating Jurisdictions.
- 7.2. This Agreement may be terminated other than under Section 7.1, as follows:
 - 7.2.1. By Participating Jurisdiction. Any Participating Jurisdiction may terminate this Agreement only after receiving written approval from TIB. Upon receiving such written approval, that Participating Jurisdiction may terminate this Agreement by delivering thirty (30) days or more written Notice of Termination to the Mayor or City Clerk of the Lead Agency at the Lead Agency's City Hall during normal business hours, Monday through Friday (holidays excepted). In the absence of the Mayor or

City Clerk, such Notice may be served upon any employee at City Hall. In the absence of the Mayor, City Clerk, and any employees, then by conspicuously affixing such Notice to the front door of the Lead Agency's City Hall, and by mailing such Notice to the Lead Agency, first class, postage prepaid. Said Notice of Termination shall specify the date of termination.

- 7.2.2. By the Lead Agency. The Lead Agency may terminate this Agreement only after receiving written approval from TIB. Upon receiving written approval, the Lead Agency may terminate this Agreement by delivering thirty (30) days or more written Notice of Termination to the Mayor or City/Town Clerk of the Participating Jurisdiction(s) at their City/Town Hall during normal business hours, Monday through Friday (holidays excepted). In the absence of the Mayor or City/Town Clerk, such Notice may be served upon any employee at City/Town Hall. In the absence of the Mayor, City/Town Clerk, and any employees, then by conspicuously affixing such Notice to the front door of the Participating Jurisdiction's City/Town Hall, and by mailing such Notice to the individual identified in Section 15 of this Agreement, first class, postage prepaid. Said Notice of Termination shall specify the date of termination.
- 7.2.3. By the Parties. This Agreement may be terminated at any time upon mutual agreement of the Parties.
- 7.3. This Agreement may be renewed only by written agreement approved by both the Lead Agency's City Council and each Participating Jurisdiction's City/Town Council.

8. COST ESTIMATE - PARTICIPATING JURISDICTION RESPONSIBILITY.

- 8.1. In addition to all other requirements included in this Agreement, each Participating Jurisdiction shall complete and submit Updated Cost Estimates ("UCE") to TIB for their Project (i.e. portion of the Entire Project. The UCE shall be completed and submitted, as required by TIB, as follows:
 - 8.1.1. Prior to bid. If required by TIB, the Participating Jurisdiction shall, at its next regularly scheduled council meeting, authorize the Project bid and direct the Participating Jurisdiction's representative to complete and submit the UCE to TIB.
 - 8.1.2. Bid Award. After the Lead Agency awards the contract to the lowest responsive responsible bidder, the Participating Jurisdiction shall, at its next regularly scheduled council meeting, approve the bid award and direct the Participating Jurisdiction's representative to complete and submit the UCE to TIB.
 - 8.1.3. Project closeout. Upon the completion of the Project, and upon receiving all invoices, Reimbursement Requests, and other necessary documents, the Participating Jurisdiction shall, at its next regularly scheduled council meeting, approve the Project and direct the Participating Jurisdiction's representative to complete and submit the UCE to TIB. Such submittal shall occur within ninety (90) days of Project completion.

9. SERVICES.

- 9.1. The Lead Agency shall provide services to the Participating Jurisdictions, as follows:
 - 9.1.1. Provide administration services and/or assistance for Project and TIB Grant.

- 9.1.2. Provide oversight and control of consultants, Project Engineer, Project Contractor, advertising for bids, public bidding, award of contract, and general management of Project.
- 9.1.3. Provide to Participating Jurisdictions monthly reports of activity for the purposes of accounting for services rendered hereunder.
- 9.1.4. Comply with all statutory requirements necessary to award the bid, proposal, or contract for the Project and either (i) post the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.
- 9.2. Bid and Award. On the day of bid opening, or as soon thereafter as practicable, the Lead Agency shall notify the Participating Jurisdictions of the bid amount for chip sealing each Participating Jurisdiction's specific streets submitted by the apparent low bidder.
- 9.3. Construction. The Lead Agency shall be responsible for construction administration of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical, and other services necessary for the construction of the Project.

The Lead Agency shall advertise the Contract in the official legal publication for the Lead Agency and if necessary other publications, consistent with applicable laws and regulations, and to ensure compliance for the Participating Jurisdictions. The Lead Agency shall open the bids and shall notify the Participating Jurisdiction of the time and date of the bid opening, which is typically two (2) to three (3) weeks after the bid is advertised. The Participating Jurisdictions may attend the opening of the bids. The Lead Agency shall award the Contract to the lowest responsive responsible bidder for the Project, subject to applicable laws and regulations.

The Lead Agency shall require that the Participating Jurisdictions be included as an additional insured on all of the Contractor's insurance policies and that the Participating Jurisdictions be included as a party indemnified by the Contractor in the Contract's indemnification provisions and receives the same indemnification protection as the Lead Agency. Policy coverage limits shall match or exceed those specified in the edition current at the time of bid of the WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction.

The Participating Jurisdictions may provide a written description of any deficiencies observed and the remedy the Participating Jurisdiction believes is necessary for each deficiency cited. The Lead Agency shall, in its sole discretion, decide if there are deficiencies as identified by the Participating Jurisdictions and whether action is necessary to resolve them. The Participating Jurisdictions shall not have any authority to direct the work of the Contractor and shall not communicate directly with or instruct the Contractor, or any subcontractor, directly on any matters.

The Lead Agency may hold weekly construction meetings with its Contractor. The Participating Jurisdiction, at its option, may attend the meetings during the time the Project is actively under construction within the Participating Jurisdiction's corporate boundaries. The Participating Jurisdictions may provide the Lead Agency with its preferences concerning any significant proposed changes in the scope of the work to be performed under the Contract at the weekly meetings, but as between the Parties, any changes in scope are subject only to the Lead Agency's approval.

10. TIB GRANT.

- 10.1. Participating Jurisdictions shall individually be responsible for the receiving of the Grant funds from TIB and then reimbursing the Lead Agency for the costs incurred by the Lead Agency under the Public Works Contract for the Project.
- 10.2. The Lead Agency shall supply TIB with all invoices for services performed for each Participating Jurisdiction, including the Lead Agency, upon receipt from the Contractor. The Participating Jurisdiction shall also submit all invoices for the services performed for the Participating Jurisdiction upon receipt from the Lead Agency.

11. ENGINEERING.

- 11.1. The Lead Agency affirms the following:
 - 11.1.1. It has complied with the requirements for contracting engineering services under chapter 39.80 RCW.
 - 11.1.2. The services to be provided to the Participating Jurisdiction(s) are related to, and within the general scope of, the services the engineering firm was selected to perform.
- 11.2. Scope of Engineering Services.
 - 11.2.1. The Engineer shall be tasked with the design and administration of the chip seal Project as set forth in the consultant agreement between the Town of Coulee Dam and TD&H Engineering.

12. PERSONNEL AND EQUIPMENT.

The Lead Agency and Participating Jurisdictions agree that:

- 12.1. Control of personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be solely vested in the Lead Agency.
- 12.2. All persons rendering services hereunder shall be, for all purposes, employees of the Lead Agency, not including the Contractor's Employees or subcontractors which shall be independent contractors of the Lead Agency.
- 12.3. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matters for the services provided shall be those of the Lead Agency.
- 12.4. The Lead Agency shall ensure each employee is properly equipped to perform services under this Agreement.

- 12.5. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to remain as employees or agents of that party and shall not be considered for any purpose as employees or agents of the other party.

13. FISCAL AGENT, FINANCING, REIMBURSEMENT, ADMINISTRATIVE FEE, AND PAYMENT.

- 13.1. Fiscal Agent. The Lead Agency is the fiscal agent for the TIB Grant as the Lead Agency was selected by TIB to oversee the Entire Project and the Grant on behalf of all Participating Jurisdictions. Each Participating Jurisdiction agrees to reimburse the Lead Agency the total amount expended on the Project within its specific jurisdiction as determined by TIB for the expenditures.

13.2. Financing.

- 13.2.1. Funds necessary to carry out this Agreement shall come from the following:

- 13.2.1.1. TIB Grant Funds pursuant to separate Fuel Tax Agreement.

- 13.2.1.2. Participating Jurisdiction Match. As authorized in WAC 479-10-160, a Participating Jurisdiction may be required to provide a match to the Grant funding it is set to receive for work on the Project within the Participating Jurisdiction. Any party to this Agreement, regardless of any requirement to provide a match, shall submit and execute a Project Funding Status Form to TIB. Any party to this Agreement required to match a certain percentage of the TIB Grant, shall certify they have such estimated funds pursuant to the requirements of the Project Funding Status Form and any other requirements imposed by TIB upon such party.

- 13.3. Reimbursement. The Lead Agency will submit copies of paid invoices for services provided to each Participating Jurisdiction for reimbursement of the funds spent ("Reimbursement Request").

- 13.4. Administrative Fee. In consideration of the services to be rendered as provided in the Agreement, each Participating Jurisdiction promises to pay the Lead Agency as follows:

- 13.4.1. The Participating Jurisdiction is responsible for reimbursement of the administrative costs incurred by the Lead Agency in administering this Agreement. The Lead Agency shall be paid an Administrative Fee for the Lead Agency employees' time spent for the Participating Jurisdiction under this Agreement, on a monthly basis. The Administrative Fee shall be at a rate set forth in Exhibit A.2, which is attached hereto and incorporated herein by this reference.

- 13.5. Payment. Each Participating Jurisdiction shall remit payment to the Lead Agency within forty-five (45) calendar days of mailing the invoice/reimbursement request. Any failure to tender reimbursement/payment to the Lead Agency within forty-five (45) days of mailing shall be considered a material breach of this Agreement. Any questions, concerns, or issues a Participating Agency may have regarding finances, invoices, or payments shall be directed to the Lead Agency's Treasurer, Michelle Whitten.

13.6. Performance.

- 13.6.1. The Lead Agency shall pay invoices submitted by the Contractor for chip seal services provided to a Participating Jurisdiction pursuant to the Public Works

Contract for the Project. The Lead Agency shall submit a Reimbursement Request to the Participating Jurisdiction as set forth in section 13.3 of this Agreement.

13.6.2. The Participating Jurisdiction shall, upon receipt of a Reimbursement Request from the Lead Agency, submit all necessary documents to TIB as required in the Fuel Tax Agreement and as otherwise required by TIB. The Participating Jurisdiction shall remit payment pursuant to Section 13.5.

13.6.3. Regardless of whether or not the Participating Jurisdiction receives funds from TIB, the Participating Jurisdiction acknowledges, understands, and agrees to reimburse the funds the Lead Agency paid on the Participating Jurisdiction's behalf for the work done on the Project.

14. ADMINISTRATION OF AGREEMENT.

14.1. The Lead Agency will administer the Project and TIB Grant.

14.2. Each Participating Jurisdiction designates the following to be its representative to this Agreement:

For Electric City:

Diane Kohout, Mayor

For Coulee Dam:

Bob Poch, Mayor

For Grand Coulee:

Mike Eylar, Mayor

14.3. Implementation, administration, and management of this Agreement shall be vested in the Lead Agency. Any concerns, issues, or questions regarding the Project or the Contractor, not including any dispute subject to Section 22 of this Agreement, shall be conveyed by a Participating Jurisdiction's Representative to the Lead Agency's Representative. Any questions, concerns, or issues regarding invoices or finances shall be addressed pursuant to Section 13 of this Agreement.

14.4. The representatives shall jointly have the authority and power to act as liaison between the Lead Agency and the Representative's Participating Jurisdiction.

14.5. The representatives shall not have the authority or power to modify or revise the terms of this Agreement. However, the representatives shall have the authority and power to propose modifications or revisions to this Agreement, as well as agreements that supplement this Agreement. Any such proposals by the representatives shall have no force or effect until the representative's City/Town council and the Lead Agency hereto have approved the same in writing.

15. NOTICES.

Any written notice, which is required or permitted regarding this Agreement, shall be given by U.S. first-class mail or by personal delivery to the Party which is the intended recipient of the notice at its address as follows:

16. INSURANCE.

Each party hereto shall carry for the duration of this Agreement insurance with the following minimums:

General Liability, Property/Auto Damage: As required and provided through Associated Washington Cities/Risk Management Service Agency for both parties. Industrial Insurance: Through Washington State Labor and Industries, It is understood that each of the parties hereto may fulfill the requirements set forth in this section either by way of self-insurance, an authorized insurance pool, or by an insurance provider authorized to do business in the State of Washington. The Lead Agency shall at all times carry liability coverage in the minimum amount of \$2,000,000 covering all activities of its personnel related to the performance of this Agreement. A letter evidencing coverage shall be provided upon request by any Participating Jurisdiction.

17. INDEMNIFICATION.

Each party to this Agreement shall indemnify, defend, and hold the other party and its elected officials, agents, and employees harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties, or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of any accidents, damages, or injuries to persons or property occurring during the duration of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party, or any breach of the indemnifying party under this Agreement. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the Parties waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The Parties agree that this waiver has been mutually negotiated. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Participating Jurisdiction, its officers, officials, employees, volunteers, and agents, and the Lead Agency, its officers, officials, employees, volunteers and agents, then the Participating Jurisdiction's liability, including any duty and cost to defend, hereunder shall be only to the extent of the Participating Jurisdiction's negligence, and the Lead Agency's liability, including any duty and cost to defend, hereunder shall be only to the extent of the Lead Agency's negligence.

Nothing herein shall require a party to indemnify and hold harmless the other party from any claim or action at law or in equity based solely on the conduct of the other party, its officers, officials, employees, and agents. In the event of the concurrent negligence of the parties, the party's respective obligations hereunder shall apply only to

the percentage of fault attributable to such party, its officers, officials, employees, and agents.

The Parties agree that each party has no liability as far as the durability, serviceability, and warranty of the goods and services provided for the Project. The Lead Agency and the Participating Jurisdiction accept no responsibility for the performance of any contracts by the Contractor.

18. PROPERTY OWNERSHIP.

The Parties do not anticipate jointly purchasing or acquiring any real or personal property solely because of this Agreement. Provided if the Parties desire to jointly acquire any personal or real property, then such transaction shall first be approved by each City/Town council. Provided further, if the Parties do jointly purchase or acquire any personal or real property, then upon termination of this Agreement, any jointly purchased or acquired property shall be disposed of in such manner as may be agreed upon between the Parties. If the Parties hereto cannot agree on disposition of jointly purchased or acquired property, then such disagreement shall constitute a dispute to be resolved through Dispute Resolution as set forth in Section 22 of this Agreement.

19. VENUE AND JURISDICTION.

This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a mediation, arbitration, lawsuit or judicial proceeding for the enforcement or interpretation of this Agreement or any provision herein shall be instituted and maintained only in courts of competent jurisdiction in Grant County, Washington.

20. MODIFICATION.

No changes or modification to this Agreement shall be valid or binding upon parties to this Agreement unless such changes or modifications are in writing and executed by each party. The Lead Agency may require a modification to Section 13 of this Agreement based on any change in cost to the Project under this Agreement. Any such modification required by the Lead Agency shall be subject to review by the Participating Jurisdiction's City/Town Council. Any such modification required by a Participating Jurisdiction shall be subject to review by the Lead Agency's City Council. In the event the Parties hereto cannot agree on such a modification, then such disagreement shall constitute a dispute to be resolved through binding Dispute Resolution as set forth in Section 22 of this Agreement.

21. DEFAULT AND REMEDIES.

- 21.1. Default. If any party fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after

its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the nonperformance is of a type that could not reasonably be cured within said twenty (20) day period then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

- 21.2. Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 21.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

22. DISPUTE RESOLUTION.

The Parties shall resolve any dispute arising by way of this Agreement through any alternative dispute resolution process, including, but not limited to, mediation and arbitration as set forth in Chapter 7 RCW. In the event such a dispute remains unresolved after exhaustion of the alternative dispute resolution process, any party may pursue any other remedy, including those available at law or in equity.

23. COMPLIANCE WITH LAWS.

Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein. In the performance of this Agreement, the Parties shall, at all times comply with any, and all, federal, state, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

24. PUBLIC RECORDS ACT.

This Agreement and all public records associated with this Agreement shall be available from the Parties for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of another Participating Jurisdiction or the Lead Agency are needed for a party to respond to a request under the Act, as determined by the party, the Participating Jurisdiction and Lead Agency agree to make them promptly available to the party. If the other party considers any portion of any record provided to the party under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the other party shall clearly identify any specific information that it claims to be confidential or proprietary.

If a party receives a request under the Act to inspect or copy the information so identified by another party and the party determines that release of the information is required by the Act or otherwise appropriate, the party's sole obligations shall be to notify the other party (a) of the request and (b) of the date that such information will be

released to the requester unless the other party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the other party fails to timely obtain a court order enjoining disclosure, the party will release the requested information on the date specified. The Parties have, and by this section assume, no obligation on behalf of the other Party's to claim any exemption from disclosure under the Act. No party shall be liable to the other Parties for releasing records not clearly identified by the other party as confidential or proprietary.

The party shall not be liable to the other party for any records that the party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The other party agrees to indemnify and, to the greatest extent legally possible, to hold harmless the party in any action by a third party due to the negligence, recklessness, or intentional actions by the other party relating to its performance of this contract. This includes any lawsuit filed by a third party for the party's allegedly improper release of confidential or proprietary information pursuant to a public records request.

25. AUDITS AND INSPECTIONS.

The records and documents pertaining to all matters covered by this Agreement shall be retained and be subject to inspection, review, or audit by the Parties during the term of this Agreement and for three (3) years after termination.

26. SEVERABILITY.

It is understood and agreed by the Parties hereto that if any term of this Agreement is declared invalid, the validity of the remaining terms of this Agreement shall not be affected and the rights and obligations of the Parties shall be construed as if this Agreement did not contain the invalid term. If it should appear that any term herein conflicts with any statutory provision(s) of the State of Washington, said term shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provision(s).

27. WAIVER.

The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

28. EQUAL OPPORTUNITY EMPLOYER.

The Lead Agency warrants that it is an equal opportunity employer and has an affirmative action plan.

29. ATTORNEY'S FEES AND COSTS.

If either party commences litigation against the other to enforce any provision of this Agreement or to redress any breach hereof, the prevailing party in such litigation shall be

entitled to recover from the other party its costs and reasonable attorney's fees incurred in such litigation.

30. NO SEPARATE LEGAL ENTITY CREATED.

This Agreement creates no joint board and no separate legal entity.

31. NO SEPARATE OR JOINT BUDGET CREATED.

No separate or joint budget is created by this Agreement, and this Agreement does not contemplate acquisition or disposal of any property.

32. NO AGENCY, PARTNERSHIP, OR EMPLOYMENT RELATIONSHIP CREATED.

Nothing herein shall be construed as creating an agency, partnership, or employment relationship between or among the Parties or any of their employees, representatives, or agents. The services provided under this Agreement are those of an independent contractor.

NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall create or be construed to create any rights, duties, obligations, or cause of action in any person not a party to it.

33. NO RESTRICTION ON POLICE POWERS.

Nothing in this Agreement shall diminish any of the Parties' governmental or police powers.

34. ASSIGNMENT.

Neither party shall assign any obligations or rights under this Agreement without the express written consent of the other party.

35. SURVIVAL.

Any provision of this Agreement that poses an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be binding on the Parties to this Agreement.

36. EXTENT OF AGREEMENT.

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement between the Parties hereto.

37. ENTIRE AGREEMENT.

This Agreement constitutes the final and completely integrated agreement between the Parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise.

38. FUTURE DOCUMENTS.

- 38.1. The Parties shall perform any and all acts and execute and deliver any and all documents that may be or become necessary and proper to give effect to and carry out the terms hereof.
- 38.2. Upon the Lead Agency's completion of the public bid documents, the terms contained in the documents shall be incorporated by this reference into this Agreement.
- 38.3. Upon execution of the Public Works Contract by the Lead Agency with the Contractor, all terms and conditions contained within the Public Works Contract shall be incorporated by this reference into this Agreement.

39. HEADINGS NOT CONTROLLING.

The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.

40. AUTHORITY.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

41. EXECUTION IN COUNTERPARTS.

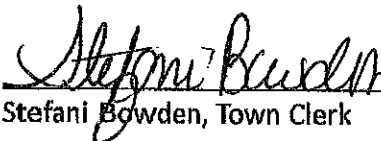
This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year set forth above:



BOB POCH, Mayor

Attest:



Stefani Bowden, Town Clerk

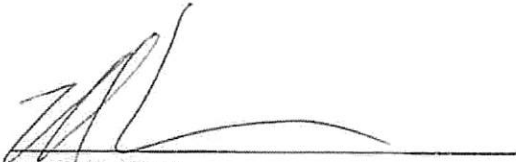
Approved as to form:



Mick Howe, Town Attorney

CITY OF GRAND COULEE

BY:


MIKE EYLAR, Mayor

Attest:


Lorna Pearce, City Clerk

Approved as to form:



Julie Norton, City Attorney

CITY OF ELECTRIC CITY

BY:


DIANE KOHOUT, Mayor

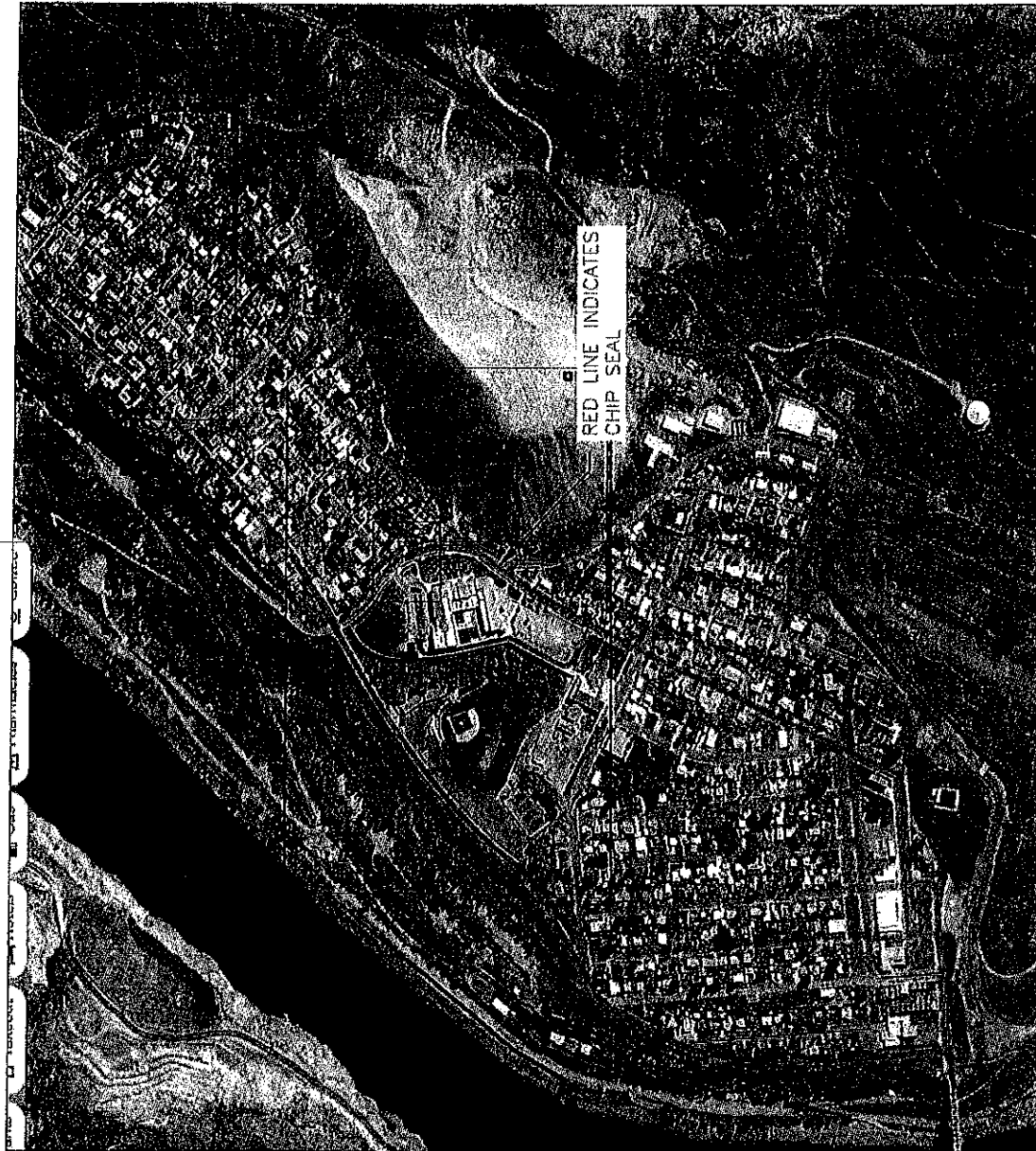
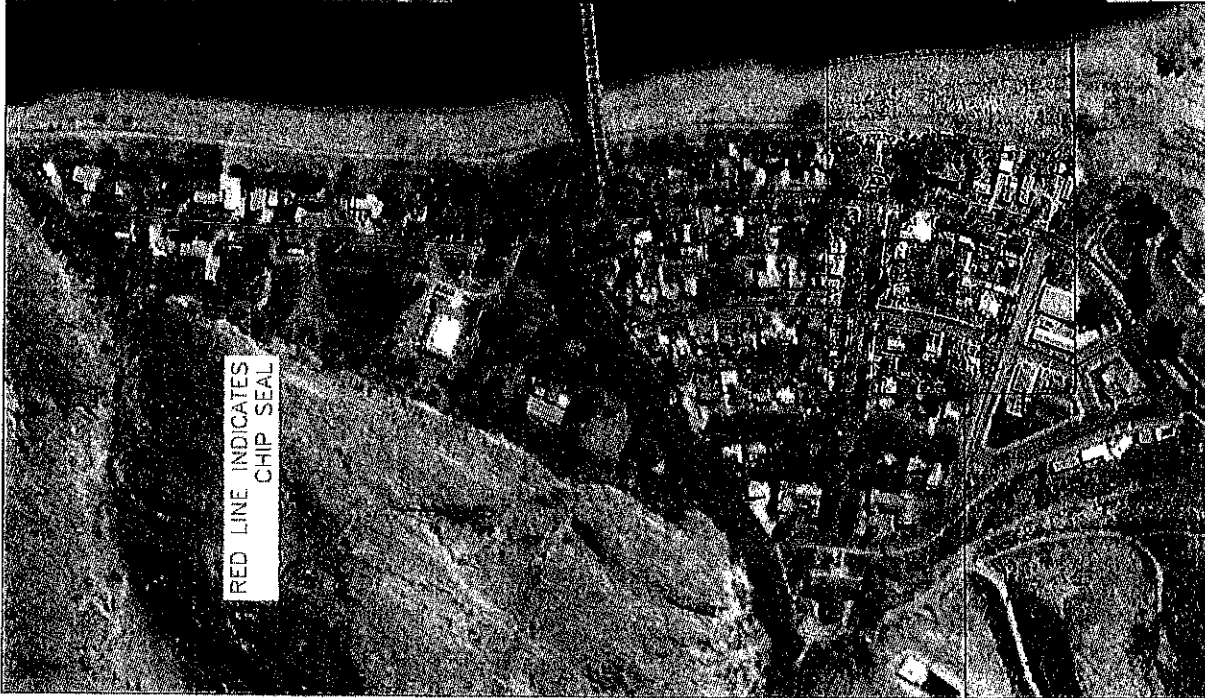
Attest:


Peggy Nevsimal, City Clerk/Treasurer

Approved as to form:

Katherine L Kenison, City Attorney

EXHIBIT A.1



TOWN OF COULEE DAM, WASHINGTON				DRAWN BY: _____ DESIGNED BY: _____ QUALITY CHECK: _____ DATE: _____ JOB NO.: _____ CHECKED BY: _____ PROJECT NO.: _____	1
2023 SPPP CITY WIDE CHIP SEALING		FUNDING APPLICATION EXHIBIT			

City of Electric City

TIB Chip Seal and Crack Seal Project Limits

Legend

Chip Seal

Crack Seal

Google Earth

3000 ft



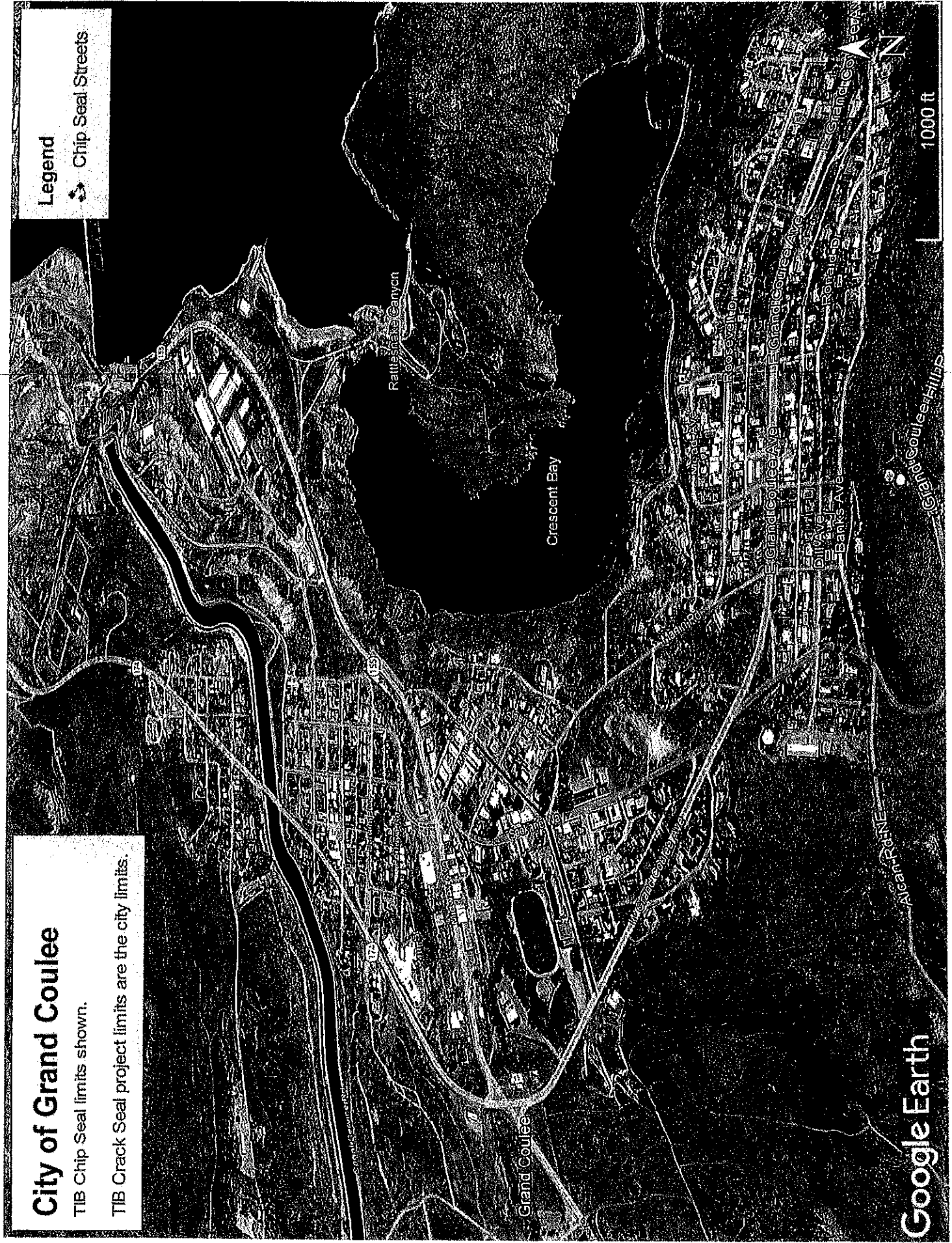
City of Grand Coulee

TIB Chip Seal limits shown.

TIB Crack Seal project limits are the city limits.

Legend

Chip Seal Streets



Google Earth

1000 ft

EXHIBIT A.2

The Lead Agency shall invoice the Participating Jurisdiction an Administrative Fee for the time spent by the Lead Agency's employees per the hourly rate set forth below. The Administrative Fee shall not exceed a total of \$.

EMPLOYEE TITLE	RATE
Clerk/Treasurer	\$77.63/hr.
Public Works Superintendent, Lead Agency Representative	\$87.20/hr.