

Return Document to: Douglas County Transportation and Land Services  
Document Title: Interlocal Cooperative Agreement  
Reference Number(s) of Related documents: N/A  
Grantor: Douglas County  
Grantee: City of Coulee Dam  
Legal Description: N/A Parcel Number(s): N/A

## **INTERLOCAL COOPERATIVE AGREEMENT BETWEEN COUNTY AND CITY FOR STREET SERVICES**

**THIS AGREEMENT** is made by and between Douglas County, Washington (the "County"), and the City of Coulee Dam (the "City").

**WHEREAS**, the County is a political subdivision of the State of Washington operating under the laws of Washington and particularly those set forth at RCW Title 36;

**WHEREAS**, the City is a municipal corporation duly organized and existing under the laws of the State of Washington, and particularly those set forth at RCW Title 35 and/or 35A, and is located within the County;

**WHEREAS**, the County and City each have the authority to maintain and repair roadways within their respective jurisdictions and have determined that it is in their mutual best interests and to their mutual benefit to authorize the County to provide street repair and maintenance services to the City;

**WHEREAS**, the County and the City enter into this interlocal cooperation agreement ("this Agreement") under the authority of RCW Chapter 39.34;

**WHEREAS**, the County's Board of County Commissioners authorized the execution of this Agreement by action taken at a regular meeting of the Board; and

**WHEREAS**, the City's Council authorized the execution of this Agreement by action taken at a regular meeting of the Council.

**NOW, THEREFORE**, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

### **ARTICLE I PURPOSE**

1.1 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the County will provide street maintenance and repair services to the City. All prior agreements pertaining to the subject matter of this Agreement are hereby superseded by this Agreement.

**ARTICLE II  
SERVICES AND EQUIPMENT PROVIDED BY THE COUNTY**

2.1 **Services Provided by County.** The County may provide street maintenance and repair services as requested by the City and outlined in **ATTACHMENT A (2019 CHIPSEAL PROJECT – DOUGLAS AVE. & LINCOLN AVE.)** Such services shall include, but not be limited to, pavement patching, crack sealing, chip sealing, brooming, and pavement striping. The County reserves the right, in its sole and absolute discretion, to reject any request made by the City. Such services shall include:

- a. All labor, materials and equipment necessary and reasonable to perform the work in accordance with the WSDOT Standard Specifications for Road, Bridge and Municipal Construction; and
- b. All administrative, clerical and accounting services necessary to document costs associated with performance of the work.

**ARTICLE III  
ADMINISTRATION**

3.1 **Administrator.** The County, through its County Engineer or his designee, shall be responsible for the administration of this Agreement.

**ARTICLE IV  
DURATION AND TERMINATION OF AGREEMENT**

4.1 **Duration.** This Agreement shall be effective only upon execution by the parties and filing with the Douglas County Auditor and City Clerk, pursuant to RCW Chapter 39.34. The term of this Agreement shall commence upon filing and continue until terminated as set forth in 4.2.

4.2 **Termination.** Either party may terminate this Agreement, without cause, by providing written notice of termination to the other party not less than thirty (30) days prior to the effective date of termination.

**ARTICLE V  
PAYMENT TO COUNTY**

5.1 **Reimbursement for Services Provided.** An engineer's estimate for the work requested is provided as **ATTACHMENT B (2019 CHIPSEAL PROJECT – DOUGLAS AVE. & LINCOLN AVE.)** The City shall reimburse the County for the actual cost of all labor, materials and equipment used to perform the services. The actual cost of labor shall include the then current hourly rate of the employee providing

services, plus all FICA, Medicare, PERS, workmen's compensation, unemployment, leave and holiday accruals, group health insurance premiums and all other employee benefits and employer taxes.

5.2 **Reimbursement for Equipment and Materials.** The City shall reimburse the County for equipment used to provide services based on the equipment rental rate used by the County's ERR Fund. The City shall pay for fuel usage based upon the County's current fuel price per gallon. The City shall reimburse the County for all materials in the amount paid or incurred by the County.

5.3 **Administrative Services.** In addition to the reimbursement to the County, the City shall pay the County an amount equal to ten percent (10%) of the reimbursement amount for direct and indirect administrative, accounting and clerical services.

5.4 **Payment to County.** The County shall provide the City with a statement of the reimbursement due to the County and the City shall pay the amount due to the County within thirty (30) days.

## **ARTICLE VI PERFORMANCE OF AGREEMENT**

6.1 **Compliance with All Laws.** Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

6.2 **Maintenance and Audit of Records.** Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for five (5) years following the termination of this Agreement.

6.3 **On-Site Inspections.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

6.4 **Improper Influence.** Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

6.5 **Conflict of Interest.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

## **ARTICLE VII DISPUTES**

7.1 **Time.** Time is of the essence of this Agreement.

7.2 **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

7.3 **Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees and other costs incurred in that action, arbitration or proceeding.

7.4 **Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Douglas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

## **ARTICLE VIII GENERAL PROVISIONS**

8.1 **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

8.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement.

8.3 **Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the parties.

8.4 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

8.5 **Filing and State Approval.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Douglas County Auditor prior to its entry into force. This Agreement shall also be filed with the City Clerk.

BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY, WASHINGTON

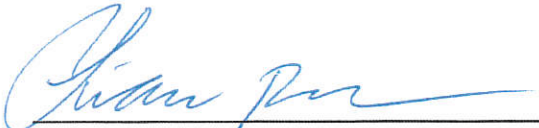
  
\_\_\_\_\_  
Dan Sutton, Chair



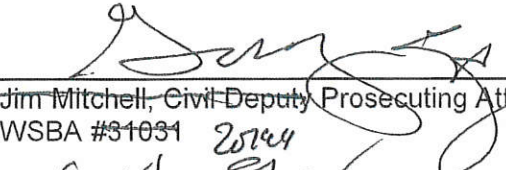
  
\_\_\_\_\_  
Marc S. Straub, Vice Chair

  
\_\_\_\_\_  
Kyle Steinburg, Member

ATTEST

  
\_\_\_\_\_  
Jenny Fasching, Interim Clerk of the Board  
*Tiana Rowland*

Approved as to form:

  
\_\_\_\_\_  
Jim Mitchell, Civil Deputy Prosecuting Attorney  
WSBA #31031 2014  
*Gregor Edegar*

MAYOR  
CITY OF COULEE DAM



\_\_\_\_\_  
Bob Poch, Mayor

ATTEST



\_\_\_\_\_  
City Clerk

Approved as to form:



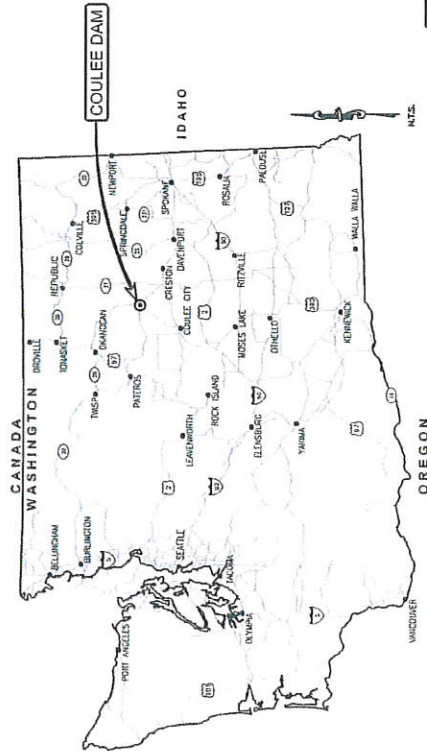
\_\_\_\_\_  
City Attorney

# CITY OF COULEE DAM, WASHINGTON

2019 CHIPSEAL PROJECT  
DOUGLAS AVE. & LINCOLN AVE.

TIB NO: 2-E-878(002)-1

JULY 2019



## OFFICIALS OF THE CITY OF COULEE DAM

MAYOR

Bob Pooli

SUPERINTENDENT

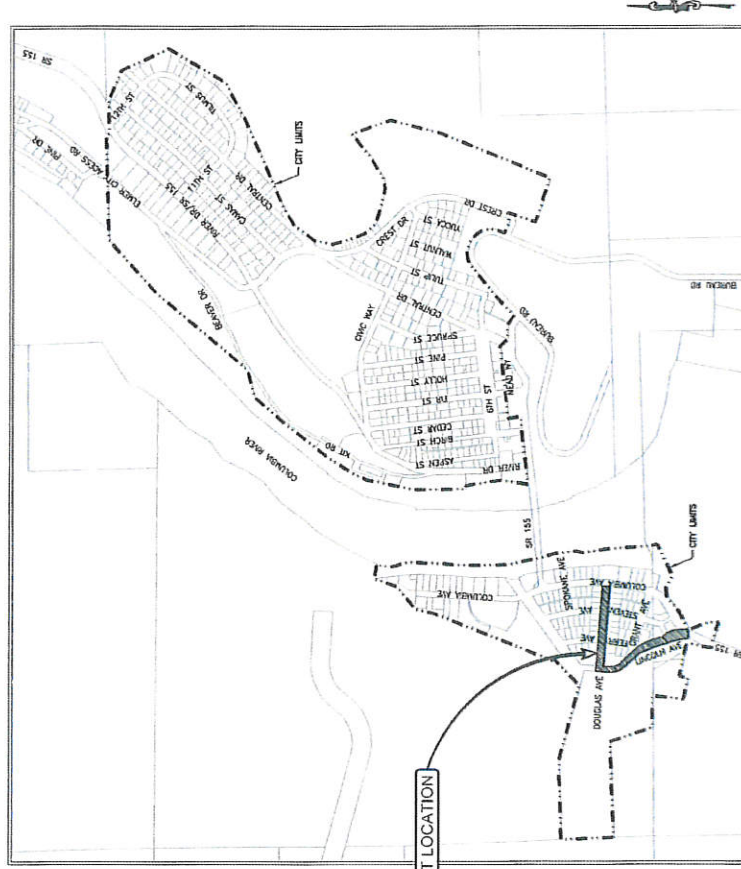
Mike Steffens

CLERK TREASURER

Stephan Bowditch

COUNCIL

Benjamin Alving  
Fried Netzel  
Keith St. Jeor  
Marcia Warnicke  
Merv Schmidt



CITY OF COULEE DAM

(Scale) 1" = 10' (Graphic)





# ATTACHMENT A

BID SET

SHEET  
**03**  
OF 4

TOWN OF COULEE DAM, WA  
2019 CHIPSEAL PROJECT

CHIPSEAL AREA

**VARELA AND ASSOCIATES, INC.**  
ENGINEERING AND MANAGEMENT

7/10/19  
 AS SHOWN  
 DATE: 07/10/19  
 DESIGNED BY: BT  
 DRAWN BY: BT  
 APPROVED BY: BT  
 CHECKED BY: BT  
 DATE: 7/10/19

NO.	DATE	BY	CHKD./APP.	REVISIONS

**KEY NOTES**  
 ○ LIMITS TO BE MARKED IN FIELD BY ENGINEER



- NOTES**
1. SET LIMITS AND APPROXIMATE ACTUAL LIMITS WILL BE MARKED IN THE FIELD BY ENGINEER
  2. CONTRACTOR SHALL PROVIDE CHECK STAKES WITHIN THE SET LIMITS.
  3. PREPARE NEW CROSSMARKS MARKS SHALL BE MARKED IN THE FIELD BY THE ENGINEER. MARK FOR PARALLEL REPAIR SHALL BE CL 3" PC 64#-24# FINISHED COMPACTED TOPPING, 4" MAX OVER 6" C/SITE.
  4. CONTRACTOR TO PLACE SET OVER PREPARED ROADWAY TO MATCH EXISTING SLOPES AND FINISHES. PROVIDE SET ON PAVED ROADWAY APPROACHES TO THE LIMITS MARKED BY THE ENGINEER.
  5. CONTRACTOR TO PREPARE CONSTRUCTION MARKINGS IN ACCORDANCE WITH WISDOT STANDARD PLANS TO MATCH EXISTING MARKINGS. CROSSMARKS PATTERNS TO MATCH EXISTING.

# ATTACHMENT A

BID SET

SHEET **04**  
OF 4

TOWN OF COULLEE DAM, WA  
2019 CHIPSEAL PROJECT

TRAFFIC CONTROL

**VARELA AND ASSOCIATES, INC.**  
ENGINEERING AND MANAGEMENT

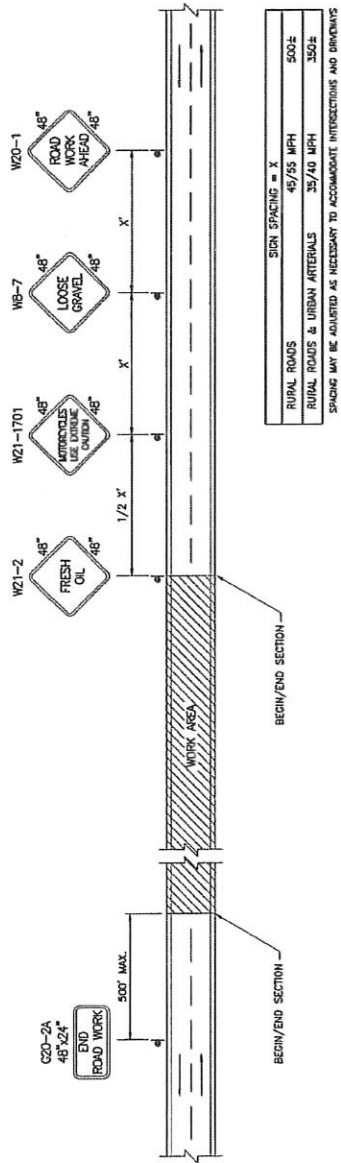
AS SHOWN  
DATE  
1976-10-03  
7/10/18



NO.	DATE	BY	CHKD.	APP.	REVISIONS

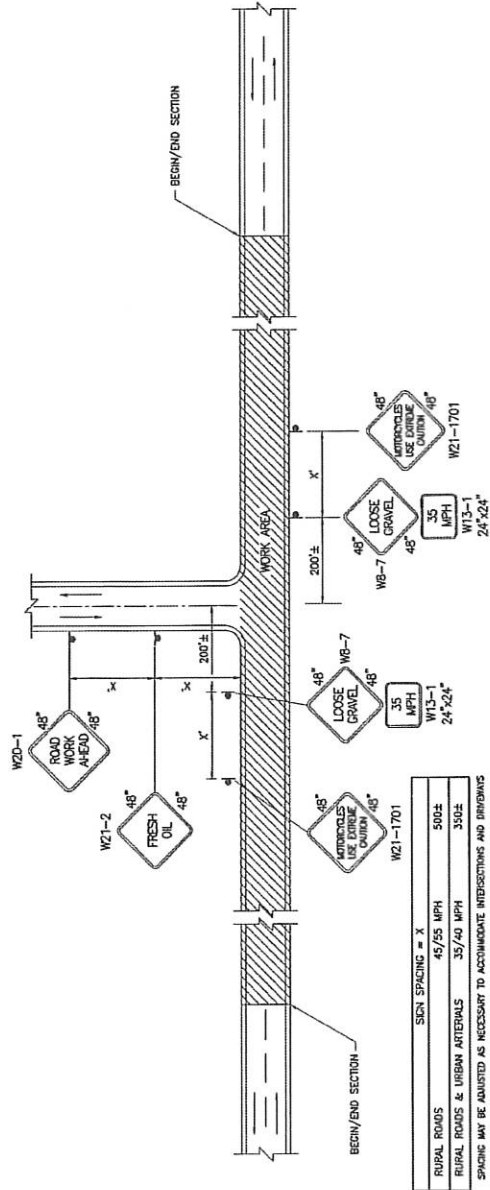
### TRAFFIC CONTROL NOTES

- TRAFFIC CONTROL PRACTICES AND DEVICES SHALL CONFORM WITH THE STANDARDS OF THE 2000 MUTCD AND THE MOST RECENT EDITIONS OF THE MUTCD FOR MAINTENANCE OPERATIONS (WORK ZONE).
- THE CONTRACTOR MAY ACCEPT THE TRAFFIC CONTROL MEASURES SHOWN OR SUBMIT AN ALTERNATE PLAN FOR APPROVAL BY THE TOWN OF COULLEE DAM. THE ALTERNATE PLAN SHALL BE IN ACCORDANCE WITH SECTION 1-102(C) OF THE PROJECT SPECIFICATIONS.
- ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO COMMENCING WORK.
- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND UPGRADE OF ALL TRAFFIC CONTROL DEVICES FOR THE DURATION OF THE PROJECT.
- ALL SIGN SIZES SHALL CONFORM WITH MUTCD REQUIREMENTS FOR A CONVENTIONAL ROAD UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- ALL MAINTENANCE ACCESS FOR PRIORITY VEHICLES AND BUSINESSES AS PRACTICABLE FOR THE DURATION OF THE PROJECT. ALL CLOSURES SHALL BE COORDINATED BY THE CONTRACTOR WITH THE TOWN OF COULLEE DAM AND THE CONTRACTING AGENCY IN ADVANCE.
- ALL LABOR MATERIAL AND EQUIPMENT REQUIRED TO IMPLEMENT AND MAINTAIN A TRAFFIC CONTROL PLAN MEETING THE MUTCD REQUIREMENTS SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CITY REQUIREMENTS FOR THE DURATION OF THE PROJECT. ALL PERMITS AND CITY REQUIREMENTS SHALL BE INCLUDED IN THE PROJECT TRAFFIC CONTROL PLAN.



ADVANCE WARNING SIGNS 2-LANE ROADWAY

N.T.S.



ADVANCE WARNING SIGNS TYPICAL STATE OR COUNTRY RD. INTERSECTION

N.T.S.

City of Coulee Dam  
2019 CHIP SEAL - Douglas Lincoln St  
Engineer's Estimate

7/12/2019

2-E-878(004)-1

NO.	DIV	ITEM	QNTY	UNIT	PRICE	EXTENDED
1	1-07	SPCC PLAN	1.00	LS	\$550.00	\$550.00
2	1-10	MOBILIZATION	1.00	LS	\$5,312.00	\$5,312.00
3	1-10	TRAFFIC CONTROL	1.00	LS	\$1,992.00	\$1,992.00
4	4-04	CRUSHED SURFACING TOP COURSE	145.00	TON	\$45.00	\$6,525.00
5	5-02	EMULSIFIED ASPHALT CRS-2P	11.00	TON	\$625.00	\$6,875.00
6	5-02	FURNISHING AND PLACING CRUSHED SCREENINGS 3/8 TO NO. 4	7,000.00	SY	\$1.80	\$12,600.00
7	5-02	FURNISHING AND PLACING CRUSHED SCREENINGS NO. 4 TO 0	7,000.00	SY	\$0.80	\$5,600.00
8	5-02	ADDITIONAL BROOMING	20.00	HR	\$225.00	\$4,500.00
9	5-04	PAVEMENT REPAIR EXCAVATION, INCL HAUL	350.00	SY	\$6.00	\$2,100.00
10	5-04	CRACK SEALING	5,055.00	LF	\$2.00	\$10,110.00
11	5-04	HMA FOR PAVEMENT REPAIR CL 3/8" PG 64H-28	80.00	TON	\$200.00	\$16,000.00
12	8-22	PAINT LINE	1,225.00	LF	\$1.25	\$1,531.25

TOTAL \$73,695.25



7/12/19