

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF SNOQUALMIE AND KITTITAS COUNTY
FOR ROAD SERVICES THROUGH THE DEPARTMENT OF PUBLIC WORKS**

THIS AGREEMENT is made and entered into by and between City of Snoqualmie (Hereinafter "the City") and Kittitas County, (Hereinafter "the County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party".

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which the County will provide equipment and/or services through its Department of Public Works, as requested by the City. The Kittitas County Department of Public Works will, upon the City's request, provide the City with Traffic Maintenance, Road Maintenance, Construction Management and Engineering, Environmental services and other road related services. The services provided to the City will be any service that the City requests to the extent that the County Department of Public Works is able to provide such service within its discretion. This Agreement does not bind the County to provide equipment and services whenever requested by the City.

**ARTICLE II
ADMINISTRATION**

- 2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 2.02 Snoqualmie's representative shall be Dan Marcinko, Director of Public Works.
- 2.03 Kittitas representative shall be Kirk Holmes, Director of Public Works.

**ARTICLE III
DURATION AND RENEWAL OF AGREEMENT**

- 3.01 **DURATION AND RENEWAL.** This Agreement shall be effective when executed by both parties and shall continue for a term of one year, unless sooner terminated by either party as per Section 8.01. Thereafter, this Agreement shall automatically renew annually unless terminated by either party as per Section 8.01.

**ARTICLE IV
COMPENSATION TO THE COUNTY**

- 4.01 **COMPENSATION TO THE COUNTY.** The City hereby agree to reimburse the County for the costs of the work performed or equipment rented and shall be based on the actual cost of labor, equipment, plus all costs for fringe benefits to labor, including but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. Also, an additional fifteen percent of the total costs shall be added for overhead expenses for accounting, billing and administrative services, after a certified statement of the costs is provided within thirty (30) days of the service or equipment rental. The amount invoiced shall be paid within thirty (30) days after billing.

**ARTICLE V
PERFORMANCE OF AGREEMENT**

- 5.01 **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.
- 5.02 **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 subjected 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 the applicable retention period under federal and Washington law.
- 5.03 **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.

- 5.04 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 5.05 **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 be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.
- 5.06 **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.
- 5.07 **ASSIGNMENT AND SUBCONTRACTING:** No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.
- 5.08 **NOTICE:** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to Kittitas shall be to the Director of Public Works, 411 N. Ruby, Ste. 1, Ellensburg, WA 98926 and to the Kittitas County Commissioners, 205 W 5th Ave, Suite 108, Ellensburg, WA 98926. Notice to the City for all purposes under this Agreement shall be to the Director of Public Works and to the City Administrator, PO Box 987, Snoqualmie, WA 98065.

ARTICLE VI INDEMNIFICATION

6.01 INDEMNIFICATION.

Each Party shall defend, indemnify and hold harmless the other, as well as its officers, agents and employees, from and against any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under this Agreement to the fullest extent permitted by law, whether arising from Agreement liability(ies) or otherwise.

This duty to indemnify shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of the County, the City, or their respective officers, agents and employees.

This duty to indemnify for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County's, and the City's agents or employees shall apply only to the extent of negligence of the County's, and the City's agents, employees, subcontractors and suppliers.

This duty to defend, indemnify, and hold harmless shall include all related costs, reasonable attorney fees, court costs and related expenses asserted against or incurred by the County, the City, or their respective officers, agents and employees.

ARTICLE VII DISPUTES

- 7.01 **TIME.** Time is of the essence of this Agreement
- 7.02 **GOVERNING LAW AND VENUE.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.
- 7.03 **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 incurred in that action, arbitration or proceeding.
- 7.04 **DISPUTE RESOLUTION.** In the event that a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree first to attempt to resolve such dispute by a telephone call the Parties' Administrators or authorized designee(s). If the matter is not resolved by consultation in a telephone call, the Parties agree that before taking any other action or seeking any remedy, the Parties' Administrators or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

ARTICLE VIII TERMINATION

- 8.01 **TERMINATION.** Any party hereto may terminate this Agreement with or without cause upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE IX GENERAL PROVISIONS


- 9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties and adopted by resolution of each party's legislative authority. Any 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. Waiver of breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 9.02 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 9.03 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 9.04 **FILING.** Pursuant to RCW 39.34.040, This Agreement shall be posted on Kittitas' public website.

- 9.05 **HEADINGS**. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- 9.06 **JOINT BOARD**. No provision is made for a joint board.
- 9.07 **SAVINGS CLAUSE**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- 9.08 **INTERPRETATION**. This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25 day
of July, 2011

APPROVED:

CITY OF SNOQUALMIE


Matt R. Larson, Mayor

APPROVED:

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON


Paul Jewell, Chairman

Alan Crankovich

Alan Crankovich, Vice Chair

Obie O'Brien

Obie O'Brien, Commissioner



ATTEST:

Jodi Warr

City Clerk

ATTEST:

By: *Mandy Robinson*

~~Julie Kjorsvik, Clerk of the Board~~ *Deputy*

APPROVED AS TO FORM:

By: *Patrick B. Anderson*

Patrick B. Anderson, WSBA #2487
City Attorney

APPROVED AS TO FORM:

By: _____
Stephanie U. Happold, WSBA #38112
Deputy Prosecuting Attorney

2011 CHIPSEAL COST ESTIMATE / 5 MI. PER DAY**EQUIPMENT**

	Qty	Hr. Rate	Cost / Hr
Oil Distributor	1	\$ 50.00	\$ 50.00
Oil Distributor - Rental	1	\$ 50.00	\$ 50.00
Dump Truck	10	\$ 35.00	\$ 350.00
Roller - Pneu	1	\$ 40.00	\$ 40.00
Roller - Dynapac	1	\$ 30.00	\$ 30.00
Chip Spreader	1	\$ 70.00	\$ 70.00
Water Truck	1	\$ 45.00	\$ 45.00
Bucket Loader	1	\$ 30.00	\$ 30.00
Flat Bed	1	\$ 18.00	\$ 18.00
Tilt Bed Trailer	1	\$ 15.00	\$ 15.00
Tilt Bed Trailer	1	\$ 15.00	\$ 15.00
Broom / Sweeper	2	\$ 30.00	\$ 60.00
Shop Truck	1	\$ 22.00	\$ 22.00
Pickup Truck	2	\$ 10.00	\$ 20.00
Pickup Truck	2	\$ 10.00	\$ 20.00
	27		\$ -

COST PER HOUR

\$ 835.00

LABOR

	Qty	Hr. Rate	Cost / Hr
HBO	1	\$ 34.00	\$ 34.00
HBO-LM	1	\$ 35.00	\$ 35.00
EQ OP	10	\$ 33.00	\$ 330.00
EQ OP	1	\$ 33.00	\$ 33.00
EQ OP	1	\$ 33.00	\$ 33.00
EQ OP	2	\$ 33.00	\$ 66.00
EQ OP	1	\$ 33.00	\$ 33.00
EQ OP	1	\$ 33.00	\$ 33.00
EQ OP	1	\$ 33.00	\$ 33.00
EQ OP	0	\$ 33.00	\$ -
EQ OP	0	\$ 33.00	\$ -
EQ OP	2	\$ 33.00	\$ 66.00
MECH	1	\$ 33.00	\$ 33.00
LBR	2	\$ 29.00	\$ 58.00
LBR	3	\$ 29.00	\$ 87.00
	27		\$ -

\$ 874.00

MATERIALS*240 Tons Rock Per Mi. / 31 Tons Liq Asphalt Per Mi. / 5 Miles Per Day*

	Qty	Unit	Total Cost / Unit
1/4 - 1/2" Chips	1200	\$ 8.60	\$ 10,320.00 Tons
3/8" Chips	0	\$ 13.35	\$ - Tons
Liquid Asphalt & Frt	155	\$ 581.00	\$ 90,055.00 Tons
Sand	28.5	\$ 8.00	\$ 228.00 Tons

(400 T total/14 days)

MATERIAL COST PER DAY

\$ 100,603.00

TOTAL COST PER 10 HR DAY:

LABOR / BENEFITS	\$ 8,740
EQUIPMENT (County)	\$ 8,350
EQUIPMENT RENTAL	\$ -
MATERIALS	\$ 100,603
	\$ 117,693
10% Contingency	\$ 11,769
TOTAL COST PER DAY	\$ 129,462

70 MILES / 14 DAYS \$ 1,812,472**COST PER: MILE** \$ 25,892**COST PER: HOUR** \$ 12,946

2011 CRACKSEAL COST ESTIMATE (1000 LBS PER MI. / 2 MILES PER DAY)**EQUIPMENT**

	Qty	Hr. Rate	Total Cost
Pickup Truck	3	\$ 10.00	\$ 30.00
Flatbed Truck	1	\$ 18.00	\$ 18.00
Crack Fill Machine	1	\$ 22.00	\$ 22.00
Air Compressor	1	\$ 15.00	\$ 15.00
			\$ -

Total Cost Per Hours **\$ 85.00**

LABOR

	Qty	Hr. Rate	Total Cost
LBR	2	\$ 29.00	\$ 58.00
EQ OP	2	\$ 33.00	\$ 66.00
HBO	2	\$ 34.00	\$ 68.00
HBO-LM	1	\$ 35.00	\$ 35.00
			\$ -

\$ 227.00

RENTAL EQUIPMENT**Per Day**

Crack Fill Machine	1	\$ 378	\$ 1,512 WK
Router	1	\$ 257	\$ 1,026 WK
Hot Air Lance Torch	1	\$ 122	\$ 486 WK

Total Cost Per Day **\$ 756.00**

MATERIALS - RS 211**(1000 LBS PER MI. / 2 MILES PER DAY)**

	Qty	Unit	Cost
Crack Sealant	2000	\$ 0.47	\$ 940.00

Cost per day / 2 miles

TOTAL COST PER 10 HR DAY:

LABOR / BENEFITS	\$ 2,270
EQUIPMENT (County)	\$ 850
EQUIPMENT RENTAL	\$ 756
MATERIALS	\$ 940

\$ 4,816

10% Contingency **\$ 482**

TOTAL COST PER DAY **\$ 5,298**

COST PER:	MILE	\$ 2,649
COST PER:	POUND	\$ 3
COST PER:	HOUR	\$ 530

2011 PRE-LEVEL COST EST. (50 40 TONS PER MILE / 250 300 TONS PER DAY)**EQUIPMENT**

	Qty	Hr. Rate	Total Cost
Pickup Truck	3	\$ 10.00	\$ 30.00
Dump Truck	6	\$ 35.00	\$ 210.00
Layton Paver	1	\$ 40.00	\$ 40.00
Roller	1	\$ 30.00	\$ 30.00
Trailer	1	\$ 15.00	\$ 15.00
Broom	1	\$ 30.00	\$ 30.00
Distributor	1	\$ 50.00	\$ 50.00
		\$	-
		\$	-
COST PER HOUR		\$	405.00

LABOR/BENEFITS

	Qty	Hr. Rate	Total Cost
LBR	2	\$ 29.00	\$ 58.00
EQ OP	6	\$ 33.00	\$ 198.00
HBO	3	\$ 34.00	\$ 102.00
HBO-LM	1	\$ 35.00	\$ 35.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	393.00

(50 40 TONS PER MILE / 250 300 TONS PER DAY / 5 7.5 MI. PER DAY)**MATERIALS**

	Qty	Unit	Total Cost / Unit	
Asphalt - Cl. 'G'	250	\$ 69.00	\$ 17,250	(50 Tons per mi; 5 mi/day)
Liquid Asph. Oil -				
CSS1 50%	2	\$ 355.00	\$ 710.00	(500 gal per 5 mi/day; 241 gal/ton)
Sand	80	\$ 8.00	\$ 640.00	(80 Tons per 5 mi/day)
		\$	-	
COST PER DAY		\$	18,600.00	

TOTAL COST PER 10 HR DAY:

LABOR	\$	4,050
EQUIPMENT	\$	3,930
MATERIALS	\$	18,600
	\$	26,580
10% Contingency	\$	2,658
TOTAL COST PER DAY	\$	29,238
COST PER: MILE	\$	3,898
COST PER: TON	\$	117
COST PER: HOUR	\$	2,924

2011 FOGSEAL COST ESTIMATE (1,408 GAL PER MI. / 10 MILES PER DAY)**EQUIPMENT**

	Qty	Hr. Rate	Total Cost
Pickup Truck	4	\$ 10.00	\$ 40.00
Pickup Truck	10	\$ 35.00	\$ 350.00
Layton Paver	0	\$ 40.00	\$ -
Roller	0	\$ 30.00	\$ -
Trailer	0	\$ 15.00	\$ -
Broom	0	\$ 30.00	\$ -
Distributor	2	\$ 50.00	\$ 100.00
			\$ -
			\$ -
COST PER HOUR			\$ 490.00

LABOR/BENEFITS

	Qty	Hr. Rate	Total Cost
LBR	2	\$ 29.00	\$ 58.00
LBR	2	\$ 29.00	\$ 58.00
EQ OP	14	\$ 33.00	\$ 462.00
HBO	1	\$ 34.00	\$ 34.00
HBO-LM	1	\$ 35.00	\$ 35.00
			\$ -
			\$ -
			\$ -
			\$ 647.00

MATERIAL

240 GAL/TON; 1,408 GAL PER MILE; 10 MILES PER DAY
 58.67 tons / per 10 miles

	Qty	Unit	Total Cost / Unit
CSSI 50% Dilute	59	\$ 355.00	\$ 20,827 Cost per day / 10 miles

TOTAL COST PER 10 HR DAY:

LABOR / BENEFITS	\$ 6,470
EQUIPMENT RENTAL	\$ 4,900
MATERIALS	\$ 20,827
	<u>\$ 32,197</u>
10% Contingency	\$ 3,220
TOTAL COST PER DAY	<u>\$ 35,416</u>
COST PER: MILE	\$ 3,542
COST PER: TON	\$ 604
COST PER: HOUR	\$ 3,542