

**BOARD OF COUNTY COMMISSIONERS
Grant County, Washington**

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN GRANT
COUNTY AND BIG BEND COMMUNITY
COLLEGE (BBCC)**

RESOLUTION No. 18-066-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision of the State of Washington, by and through Grant County Public Works, and Big Bend Community College are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, Big Bend Community College will provide reimbursement to the County for road paving work on 28th Avenue NE, Moses Lake, Washington, the access road used most by Grant County Transit Authority bus service for BBCC.

NOW, THEREFORE, BE IT RESOLVED, that the Interlocal Agreement regarding reimbursement to the County for road paving work between Grant County and Big Bend Community College be executed by and between the aforementioned parties.

PASSED AND ADOPTED this 26TH day of June, 2018

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain

EXCUSED
Richard Stevens, Chair

[Signature]
Tom Taylor, Vice-Chair

[Signature]
Cindy Carter, Member

ATTEST:

[Signature]
Clerk of the Board

**INTERLOCAL AGREEMENT
BETWEEN
BIG BEND COMMUNITY COLLEGE
AND
GRANT COUNTY**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Grant County, a Political subdivision of the State of Washington, hereinafter referred to as the "County", and Big Bend Community College, an agency of the state of Washington, hereinafter referred to as BBCC. The County and BBCC are each sometimes referred to herein as "Party" or "Agency" and collectively as "Parties" or "Agencies."

1. Purpose

The purpose of this Agreement is to provide reimbursement to the County for road paving work on 28th Ave NE, the access road used most by the Grant Transit Authority bus service for BBCC.

2. Statement of Work

- a. For all street work performed under this agreement, BBCC will make written application on forms supplied by the County. The County reserves the right to deny or approve each application of BBCC on an individual basis.
- b. The County shall provide the necessary engineering, administrative and clerical services necessary for the execution of the project or work of the County, and in providing such services, the Director of Public Works may exercise all the powers and perform all the duties vested by law in the Agency.
- c. The County, in performance of work under this agreement, shall abide by the provisions of RCW 35.77.020 and .040 and/or RCW 39.34 and RCW 36.75.20, whichever is applicable.

3. Compensation

BBCC hereby agrees to reimburse the County for costs of the work performed by the County Road Department, based on the actual cost of labor, equipment rental, engineering, materials used in the construction of maintenance work involved, plus all costs for fringe benefits to labor, up to a maximum of \$80,000.

4. Duration of Agreement

This Agreement is for one year from the effective date of this Agreement.

5. Responsibilities of the Parties

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, at, or omission of any person, agency, firm or corporation not a part to this Agreement.

6. Assignment or Transfer

This Agreement or any interest herein shall not be assigned or transferred, in whole or in part, without the written consent of both agencies. In the event that such prior written consent to such assignment or transfer is granted, then the assignee or transferee shall assume all duties, obligations, and liabilities of the Assignor(s)/Transferor(s).

7. Termination

Either agency may terminate this agreement, with or without cause, by giving all other parties hereunder thirty (30) days written notice of termination.

8. Notices

Unless otherwise stated herein, all notices and demands shall be in writing and served on the parties either personally or by certified mail, return-receipt requested, at their addresses listed below. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

Grant County
Attn:
124 Enterprise St SE
Ephrata, Washington 98823

Big Bend Community College
Attn: Dr. Terry Leas
7662 Chanute Street NE
Moses Lake, Washington 98837

9. Property

The ownership of all property and equipment utilized in association with this Agreement shall remain with the original owner, unless specifically and mutually agreed by the Parties to this Agreement.

10. Effective Date.

This Agreement shall become effective on the 15th day of June , 2018.

11. Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

12. Governing Law; Venue

This Agreement is entered into, and its interpretation and enforcement, shall be governed exclusively by its terms and by the laws of the State of Washington, United States of America, without giving effect to that body of laws pertaining to conflict of laws. Any action brought by either Party against the other Party for claims arising out of this Agreement shall only be brought in a court of competent jurisdiction in Grant County, Washington.

13. Amendment; Waivers

This Agreement shall not be amended, supplemented or modified except in writing executed by authorized representatives of the Parties. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach and no Party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of that Party.

14. Site Security

While on BBCC premises, the County, its agents, employees, or subcontractors shall comply with the BBCC regulations, policies, and administrative processes.

15. Subcontracting

“Subcontractor” means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

16. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Neither Party, nor its agents and employees, shall under any circumstances be deemed an agent or representative of the other and neither shall have authority to act for and/or bind the other in any way, or represent that it is in any way responsible for acts of the other. This Agreement does not establish a joint venture, agency, or partnership between the Parties.

17. Filing of Agreement

County shall file executed copies of this Agreement with Grant County Auditor.

18. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

21. RCW 39.34 REQUIRED CLAUSES

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 4 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

See section 17 above.

F. FINANCING.

See section 3 above.

G. TERMINATION.

See provision 7 above.

H. PROPERTY UPON TERMINATION.

See section 9 above.

EXECUTED this 26th day of June, 2018

Grant County

A handwritten signature in blue ink, appearing to be "J. Taylor", written over a horizontal line.

Big Bend Community College

A handwritten signature in blue ink, appearing to be "Terrence Leas", written over a horizontal line.

President, Dr. Terrence Leas

AGREEMENT

This Agreement, made and entered into this 1st day of March, 19 76,
by and between Grant County, Washington, a political subdivision of the State of
Washington, hereinafter referred to as the "County", and BIG BEND COMMUNITY
COLLEGE hereinafter referred to as the "Agency".

WITNESSETH: It is Hereby Covenanted and Agreed as follows:

1. For all street work performed under this agreement, the Agency will make written application on forms supplied by the County. The County reserves the right to deny or approve each application of the agency on an individual basis. This agreement may be cancelled at any time by either party by giving the other party thirty (30) days written notice. All work performed by the County, under the terms of this agreement and supplemental agreements must be paid for in full, by the Agency, prior to cancellation of this agreement. Also, if any work performed by the County, is not paid for by the Agency within one year, from the first billing date, no additional work will be undertaken by the County until full payment is made by the Agency.
2. The County shall provide the necessary engineering, administrative and clerical services necessary for the execution of the project or work of the Agency, and in providing such services, the Director of Public Works may exercise all the powers and perform all the duties vested by law in the Agency.
3. The authority to administer this agreement is delegated to the Director of Public Works. The Director of Public Works is further authorized to administer requests from parties to this agreement without approval of the Board of County Commissioners provided such requests are estimated to be not more than \$1,000.00 per project. Requests estimated to cost more than \$1,000.00 will be reviewed by the Director and submitted for action to the Board of County Commissioners.
4. The Agency hereby agrees to reimburse the County for the costs of the work performed by the County Road Department, based on the actual cost of labor, equipment rental, engineering, materials used in the construction of maintenance work involved, 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. In addition thereto, 10 per cent (10%) of the total costs shall be added for overhead costs for accounting and billing and administrative services; provided, that the County shall submit to the Agency a certified statement of the costs and within thirty (30) days thereafter the Agency shall pay to the County the amount of said statement.
5. It is understood and agreed between the parties hereto that the Agency will hold the County harmless from all claims, losses, demands, actions, or cause of action of any nature whatsoever by reason of the performance of this agreement by the County. The Agency further agrees to defend, at its own expense, the County in the event that any action is brought against the County as a result of any act or activity of the County or its agents or employees because of or in any way arising out of the work to be performed under this agreement.

