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8.18.2020 CW
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K20-140

INTERLOCAL AGREEMENT BETWEEN GRANT COUNTY AND THE CITY OF
MATTAWA FOR THE PURCHASE OF GRAVEL FOR ROAD MAINTENANCE

This INTERLOCAL AGREEMENT (" Agreement") is entered into on this 6th day of August, 2020, by and between Grant County, a municipal corporation of the State of Washington, hereinafter the " County"), and the City of Mattawa, a non-charter code city of the State of Washington (hereinafter referred to as " City").

Recitals:

1. Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, allows governmental agencies to enter into agreements that provide for the efficient use of their powers and to cooperate with each other in providing services; and
2. The County maintains a gravel supply for road maintenance; and
3. The City has a need to acquire gravel for road maintenance.

NOW, THEREFORE, the County and City agree as follows:

1. **Purpose.** The purpose of this Agreement is to allocate the Parties' financial responsibilities and other terms and conditions required to permit the City to purchase gravel from the County.
2. **Duration.** This Agreement shall continue until terminated by either party as provided for below.
3. **Termination.** Either party may terminate this Agreement by giving 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.
4. **Contract Management.** The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for Grant County is: Brittany M. Rang,
Administrative for Grant County Board of County Commissioners
PO Box 37
Ephrata, WA 98823
509- 744-2011

The Agreement administrator for the City is:
Juan Ledezma, Public Works Director
City of Mattawa
521. E Government Rd./ PO Box 965 Mattawa, WA 99349
509- 934-1547

RECEIVED
AUG 12 2020
GRANT COUNTY COMMISSIONERS

5. **Payment.** The City shall pay to the County for gravel purchased in accordance with the attached Exhibit A. This amount is subject to increase at the discretion of the County and the County will provide prior notice to the City before the effective date of any price adjustments.

6. **Billing Procedure.** The City shall remit its payment to the County within 30 days of the receipt of invoice. Payment shall be submitted, in full, to the Grant County Public Works , 124 Enterprise St. S.E., Ephrata, WA 98823.

7. **Hold Harmless and Indemnification.** Each Party shall defend, hold harmless, and indemnify the other Party and its directors, officers, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorney' s fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct. However, neither Party shall be indemnified hereunder for any loss, liability, damage or expense resulting from its sole negligence or willful misconduct. No liability shall attach to the County by reason of entering into this agreement, except as expressly provided herein. The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

8. **Warranty.** Except as expressly stated herein, there are no express or implied warranties respecting this Agreement or the materials provided.

9. **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. **Administration of Agreement.** There shall be no separate legal entity created by the Agreement. This Agreement shall be administered jointly by the County or designee and the City or designee.

11. **Property.** The terms of this Agreement do not contemplate the acquisition of any real or personal property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

12. **Compliance with Laws.** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

13. **Relationship of the Parties.** No agent, employee or representative of City shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees if City are not entitled to any of the benefits the County provides to County employees. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of City for any purpose, and the employees of the County are not entitled to any of the benefits City provides to City employees.

14. **Disputes.** In the event that a dispute arises under this Agreement, the parties shall first attempt to mediate the dispute with a mediator mutually agreeable to both parties. If mediation fails to resolve the dispute, the parties are entitled to utilize whatever remedies to which they may be entitled at law or in equity.

15. **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Grant County, Washington.

16. **Modification.** The provisions of this Agreement may be modified or amended only by written mutual written agreement of the parties, executed by personnel authorized to bind each of the parties.

17. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

18. **Agreement Not For Benefit of Third Parties.** This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.


19. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

20. **Filing.** This Agreement shall be filed or posted online as required by RCW 39.34.040.

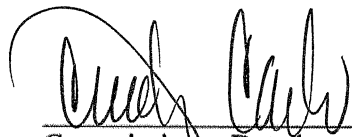
21. **Effective Date.** This agreement shall take effect when signed by the parties.

APPROVED: CITY OF MATTAWA

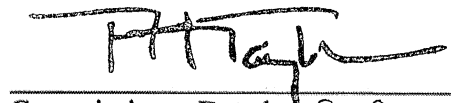
APPROVED: GRANT COUNTY



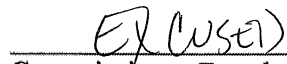
Mayor Dated: 8-6-2020



Commissioner Dated: 8-18-2020



Commissioner Dated: 8-18-2020



Commissioner Dated: 8-18-2020

Memo

To: Pits & Quarries File
From: Jerome Wawers
Interim Director of Public Works
Date: February 4, 2020
Re: Sale of Road Materials 2020

JW
cc: Road Supervisors

The 2020 Crushing Contract has been awarded and the sale of Road Materials for 2020 shall be the following:

2020 Pits & Quarries Road Materials Sale Costs (All Sites)

Base Course	\$7.66/ton
Top Course Maintenance Rock	\$7.80/ton
Coverstone	\$10.43/ton

2018-2020 Crushing Costs

1/14/2020

Mobilization & Notification			
Year	Cost	Tons	\$/Ton
2018	\$54,000.00	60,000	\$0.90
2019	\$94,000.00	112,000	\$0.84
2020	\$173,000.00	111,000	\$1.56
3-Year Avg	\$321,000.00	283,000	\$1.13

Base Course			
Year - Pit#	Cost	Tons	\$/Ton
2018 - #587	\$55,080.00	12,000	\$4.59
2019 - #534	\$29,400.00	5,000	\$5.88
2019 - #558	\$29,900.00	5,000	\$5.98
2019 - #565	\$77,300.00	10,000	\$7.73
2019 - #587	\$25,650.00	5,000	\$5.13
2020 - #540	\$32,500.00	5,000	\$6.50
2020 - #588	\$56,175.00	10,500	\$5.35
3-Year Avg	\$306,005.00	52,500	\$5.83
			Mob & Notification \$1.13
			10% Admin \$0.70
			2020 Base Course Sale Cost \$7.66

Maintenance Rock			
Year - Pit#	Cost	Tons	\$/Ton
2018 - #575	\$42,900.00	10,000	\$4.29
2018 - #587	\$95,800.00	20,000	\$4.79
2019 - #534	\$91,950.00	15,000	\$6.13
2019 - #558	\$124,600.00	20,000	\$6.23
2019 - #586	\$118,200.00	15,000	\$7.88
2020 - #540	\$68,500.00	10,000	\$6.85
2020 - #544	\$66,000.00	10,000	\$6.60
2020 - #588	\$65,650.00	13,000	\$5.05
3-Year Avg	\$673,600.00	113,000	\$5.96
			Mob & Notification \$1.13
			10% Admin \$0.71
			2020 Maintenance Rock Sale Cost \$7.80

Coverstone			
Year - Pit#	Cost	Tons	\$/Ton
2018 - #575	\$141,120.00	18,000	\$7.84
2019 - #558	\$108,450.00	15,000	\$7.23
2019 - #565	\$186,600.00	20,000	\$9.33
2019 - #586	\$58,660.00	7,000	\$8.38
2020 - #540	\$248,875.00	27,500	\$9.05
2020 - #544	\$262,500.00	35,000	\$7.50
3-Year Avg	\$1,006,205.00	122,500	\$8.21
			Mob & Notification \$1.13
			10% Admin \$0.93
			2020 Coverstone Sale Cost \$10.28

\$10.43