

**City of College Place, Washington**

**RESOLUTION NO. 22-024**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF COLLEGE PLACE ENTERING INTO AN INTERLOCAL AGREEMENT WITH WALLA WALLA COUNTY RELATED TO SW MOJONNIER RD (COLLEGE AVENUE TO BLUVUE LANE) RECONSTRUCTION PROJECT ENGINEERING AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN SAID AGREEMENT**

**WHEREAS**, the City has received a federal aid project grant through the Washington State Department of Transportation (WSDOT) for the SW Mojonnier Rd reconstruction project; and **WHEREAS**, the City is not a “certified agency” (CA) to perform federal aid project administration; and

**WHEREAS**, the WSDOT Local Agency Guidelines requires that a non-CA agency enter into an agreement with a CA Agency to administer all aspects of the project; and

**WHEREAS**, the County is a CA agency; and

**WHEREAS**, it would be in the public interest of the City and the County to engineer the SW Mojonnier Rd (College Avenue to Bluvue Lane) reconstruction project; and

**WHEREAS**, this agreement is authorized by RCW 39.34.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON, RESOLVES AS FOLLOWS:**

- 1. City of College Place approves the Interlocal Agreement and authorizes the Mayor to sign on behalf of the City of College Place.

**Clerical Corrections.** The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

**Effective Date.** This resolution shall take effect and be in full force upon its passage as provided by law.

**PASSED** by the City Council of the City of College Place, Washington, this 8<sup>th</sup> day of March 2021.

DocuSigned by:  
*Norma L. Hernández*  
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Norma L. Hernández, Mayor

Attest:  
DocuSigned by:  
*Lisa R. Neissl*  
\_\_\_\_\_  
Lisa R. Neissl, City Clerk

Approved as to form:  
DocuSigned by:  
*Rea L. Culwell*  
\_\_\_\_\_  
Rea Culwell, City Attorney

## **INTERLOCAL AGREEMENT FOR CERTIFIED ACCEPTANCE SERVICES BETWEEN THE CITY OF COLLEGE PLACE AND WALLA WALLA COUNTY**

This agreement made and entered into, by and between the CITY OF COLLEGE PLACE, Washington, a Municipal Corporation of the State of Washington, hereinafter referred to as “City”, and the County of Walla Walla, a Political Subdivision of the State of Washington, hereinafter referred to as “County”.

WHEREAS, the County and the City are municipal entities operating respectively, under Title 36 Revised Code of Washington (RCW) and Title 35A RCW and as such are authorized to enter into interlocal agreements as set forth in Chapter 39.34 RCW; and,

WHEREAS, the Walla Walla Valley Metropolitan Organization has allocated \$711,000 in Surface Transportation Block Grant Program (hereinafter “STBG”) to the City for engineering of the SW Mojonier Road (College Avenue to Bluvue Lane) Reconstruction Project (hereinafter “project”); and,

WHEREAS, the City desires to utilize the STBG funds in addition to City funds to undertake the project; and

WHEREAS, the expenditure of the STBG funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines, including certification by a certified acceptance agency; and,

WHEREAS, the City is not presently certified to administer Federal aid projects; and,

WHEREAS, the County is presently certified to administer Federal aid projects; and,

WHEREAS, the Local Agency Guidelines provide that a non-certified local agency may enter into an agreement with a certified agency to have the certified agency perform project development and/or contract administration; and,

WHEREAS, the accomplishment of the project will benefit the regional transportation system.

NOW, THEREFORE FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The County shall have authority for the following items:
  - a. Approving project design in accordance with WSDOT Local Agency Guidelines. Project design shall be completed by the City’s consultant. The consultant shall be responsible for all preliminary engineering, right-of-way acquisition, plans preparation, and construction engineering. The

City or its consultant shall be responsible for advertising and award. County shall not duplicate such services.

- b. Approving consultant agreements for construction support.
  - c. Approving plans, specifications, and estimates prepared by City's consultant. The City, through its consultant, shall submit to the County for approval all contracts, schedules, designs, and engineering prior to commencement of work.
  - d. Approval of advertisement, award, and engineering contract prior to execution by the City.
  - e. Administering this agreement and coordinate activities between the County, City, and consultant. The City shall seek concurrence of the County on any change order in excess of \$2,000. The County shall furnish to the City copies of all documents and letters related to this project. The County shall have approval authority for construction administration in accordance with WSDOT Local Agency Guidelines.
  - f. Approving construction material testing and geotechnical analysis and associated personnel.
  - g. Approving Award of delegated projects.
2. The City shall:
- a. Prepare, through its consultant, all project plans, specifications, and estimates in accordance with the Local Agency Guidelines.
  - b. Provide construction administration and inspection services through the City's consultant in accordance with the Local Agency Guidelines.
  - c. Reimburse the County for services provided by the County on a time and materials basis within thirty (30) days of being billed by the County. Costs shall include labor, materials, transportation expenses, and other necessary costs arising directly from the performance of this agreement.
  - d. Ensure that Walla Walla County and its employees and elected officials are named as a party to be indemnified on any resulting Contracts, is named "Additional insured" under the Standard Specifications, and that the City will require mutually negotiated waiver of any immunity that may be granted under the Washington State Industrial Insurance Act, RCW Title 51, solely for the purposes of indemnification
3. This Agreement will be posted on the websites of the County and the City.
4. It is understood and agreed that each Party will be solely responsible for all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses fines, fees, penalties expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, resulting from its own acts and/or omissions arising from, resulting from, or in connection with this Agreement, except those that arise from the sole negligence of one Party, said Party shall release, defend, indemnify, and hold harmless the non-negligent Party. Should a court of competent jurisdiction find, or the Parties agree, that

both Parties are responsible for any damages, each Party shall be responsible on a pro-rata basis. The term "Party" includes elected officials, employees, agents, licensees, consultants, and representatives. Should a court of competent jurisdiction determine that this Agreement or any other agreement or contract entered into as a result of this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate or relative to a motor carrier transportation contract), then, in the event of 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 and College Place, the County's liability shall be only to the extent of the County's negligence. County shall ensure that each contractor shall agree to defend and indemnify College Place, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers to the extent and on the same terms and conditions as the County pursuant to this paragraph. And, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and the County, the City's liability shall be only to the extent of the City's negligence. City shall ensure that each contractor shall agree to defend and indemnify the County, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers to the extent and on the same terms and conditions as the City pursuant to this paragraph. Either Party's inspection or acceptance of any of the other Party's work when completed shall not be grounds to avoid any of these covenants or indemnification.

5. The Parties shall comply with all federal, state, and local laws.
6. The Parties are independent and not employees or employers of one another. Each Party has the ability to control and direct their own performance and details of its work. Neither Party is liable for the other Party's employer benefits or any other liability incidental to employment. Both Parties waive any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purpose of the indemnification herein. Parties' respective indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers' compensation acts, disability benefit acts, or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.
7. Neither Party is obligated to appropriate funds to fulfill this Agreement.
8. Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. Either Party may terminate this Agreement should the other Party breach any term or condition herein if, upon notice by the non-breaching Party of the breach, the breaching Party has not corrected or remedied the breach on or before 30 days from receipt of written notice of the breach.

- 9. Any cause of action related to this Agreement shall be brought in Franklin County Superior Court.
- 10. No third-party benefit is created or shall arise out of this Agreement.
- 11. Each Party shall provide the other party with all information necessary to comply with grant requirements.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_

Chairman of the Board

Approved as to Form:

\_\_\_\_\_

Attorney

Attest:

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Clerk of the Board

Dated this 9<sup>th</sup> day of March, 2022

DocuSigned by:

*Norma L. Hernandez*

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Mayor, City of College Place

DocuSigned by:

*Lisa R. Neissl*

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City Clerk

Attest: