

1954309 MASON CO WA

03/06/2010 03:07 PM AGREE
CITY OF SHELTON #36055 Rec Fee: \$68.00 Pages: 7



When recorded return to:

City of Shelton
525 W. Cota Street
Shelton, WA 98584

Document Title(s)

Intergovernmental Agreement No. 17 Between the City of Shelton, Washington,
Washington State Department of Corrections, and the Washington State Patrol

Reference Number(s) – for assignment and releases

N/A

Grantor(s)

City of Shelton

Grantee(s)

Washington Department of Corrections
Washington State Patrol

Legal Description – Abbreviated legal

IGA#17 Apportioning Costs of Construction of the Shelton Wastewater
Treatment System Rehabilitation Project.

320 T20 RW3 + 319 T20 RW3

Assessor's Property Parcel Number

320204160010 (WWTP) and 320191561480 (FSPS)

CONTRACT NUMBER FOR:

K7701(2)

WA Department of Corrections

C1006576SC

Washington State Patrol

INTERGOVERNMENTAL AGREEMENT NO. 17

AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHELTON, WASHINGTON, WASHINGTON STATE DEPARTMENT OF CORRECTIONS AND THE WASHINGTON STATE PATROL FOR APPORTIONING COSTS OF CONSTRUCTION OF THE SHELTON WASTEWATER TREATMENT SYSTEM REHABILITATION PROJECT.

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide 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, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Shelton (CITY) AND, the Washington Department of Corrections and the Washington State Patrol (PARTNERS) agree as follows:

SECTION I - PURPOSE/OBJECTIVE

A. The purpose of this Agreement is to allow the CITY to enter into a contract(s) with **Stellar J** (CONTRACTORS) for construction of the Shelton Wastewater Treatment System Rehabilitation Project, and to apportion costs of such contract(s) and other related costs paid by the City of Shelton amongst the Regional PARTNERS, to include, advertising costs, audit costs, and other miscellaneous costs, necessary to complete this phase of work.

SECTION II - DEFINITIONS

A. In this Agreement, the following words shall have the meanings set forth below:

1. Arbitration: A process of dispute resolution in which a neutral third person, an arbitrator, renders a binding decision after a hearing at which both parties have an opportunity to be heard.
2. Interest Rate: For each day that is applied, a rate equal to one-three hundred and sixty-fifth (1/365) of the prime interest rate for the preferred customers established from time to time by such bank as may be designated by the CITY.
3. Mediation: An informal dispute resolution process in which a neutral third person, the mediator, helps disputing parties to reach an agreement. The mediator has no power to impose a decision on the parties.

NOW, Therefore, it is agreed by the funding partner agencies as follows:

SECTION III – COST PARTITIONING AND COMMITMENT TO PAY

The following total costs are taken from the attached scope of work and budget (Attachment A). The percentages represent the contributions that each participant agrees to pay the City for work performed by the CONTRACTORS to complete the work described in the scope of work. Indirect costs, billed by the City are included in the table of cost shares below.

A. TABLE OF COST SHARES

	Not to Exceed Totals
City of Shelton	\$28,788,571.70
Department of Corrections	\$ 784,000.00
Washington State Patrol	\$ 85,000.00
Agreement Total	\$29,657,571.70

The CITY shall manage and administer the contract. The CITY shall pay the CONTRACTORS on a monthly basis and subsequently bill the Partners for their share of the work described in the Table of Cost Shares above, which includes applicable indirect costs as described in Section III (B) and in Section IV (B).

B. Responsibilities of the PARTNERS shall be as follows:

Upon receipt of monthly billing, each of the Partners agree to pay to the CITY an agreed upon percentage (DOC 3.0% and WSP 0.3%) of the sum of the monthly payment by CITY to CONTRACTORS for work performed and 2% of the monthly payment for applicable indirect costs up to the Not to Exceed Total shown for each Partner in the Table of Costs above.

SECTION IV - PAYMENT

A. The CITY will make regular contractor payments to fulfill its obligations to CONTRACTORS and pay other related costs as due. Reimbursement to the CITY by the PARTNERS shall be in accordance with the following schedule: All progress payments made by the CITY shall be billed to the PARTNERS no later than ten (10) days after each payment to the consultant. Thereafter, each PARTNER shall reimburse the CITY for its proportionate share within thirty (30) days of receipt of said billing, after which time the payment of such charges shall be delinquent. Charges omitted in one month may be billed the following months.

B Billings by the CITY to the PARTNERS will include reimbursement of the direct billings submitted to the CITY by the Consultant plus an indirect cost rate of 2 %, which is chargeable under the Budgetary Accounting and Reporting System (BARS), adopted by the State of Washington, and Generally Accepted Accounting Principles (GAAP).

C. Delinquent charges shall accrue interest on the unpaid balance at the rate defined in Section II (A.) (2), from the date of delinquency until paid. Late payment charges of one (1) percentage point shall be added to such prime interest rate for each thirty (30) days that the payment of any invoice remains past due.

SECTION V – INDEMNIFICATION & INSURANCE

A. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. Neither party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

SECTION VI – JOINT BOARD

N/A

SECTION VII – DURATION OF AGREEMENT

A. This Agreement shall be effective until **June 30, 2012** unless otherwise terminated in the manner described under the termination section of this Agreement or unless extended based on mutual agreement of all Partners.

SECTION VIII – TERMINATION OF AGREEMENT

A. This Agreement may be terminated upon sixty (60) days notice to the other parties using the method of notice provided for in this Agreement.

SECTION IX – DISPUTE RESOLUTION

A. Any dispute under this Agreement shall first be submitted to mediation. If mediation fails to resolve the dispute, the parties agree to submit the issues to an arbitrator who has the authority to render a binding decision. The CITY and the Washington Department of Corrections and the Washington State Patrol shall each share equally in the costs of such dispute resolution with each of the parties bearing its own costs.

SECTION X – INTERPRETATION AND VENUE

A. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action is in the Superior Court of Mason County, Washington.

SECTION XI - FILING

A. Prior to its entry into force, this Agreement shall be filed with the Mason County Auditor's Office by the CITY.

SECTION XI - NOTICE

A. Any notice required under this Agreement shall be to the party at the address listed below and shall become effective as of the date of deposit in the United States Postal Service.

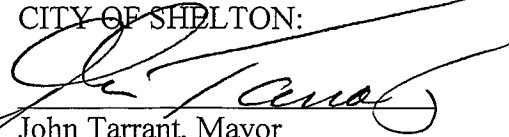
CITY OF SHELTON
Attn: City Clerk and
Public Works Director
525 West Cota Street
Shelton, WA 98584

WASHINGTON STATE PATROL
Facilities Management Sec. Admin.
P.O. Box 42626
Olympia, WA 98504-2626

DEPARTMENT OF CORRECTIONS
Capital Programs
PO Box 41112
Olympia, WA 98504-1112

This Agreement for establishing a scope of work and budget for **Stellar J** and apportioning the costs of the contracting services is hereby entered into between the CITY and the PARTNERS and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF SHELTON:


John Tarrant, Mayor

3-8-2010
Date

ATTEST:


Vicki Look, City Clerk

WASHINGTON DEPARTMENT OF CORRECTIONS

Gary Banning Contracts Administrator
Name and Title

2/3/10
Date

Gary Banning
Signature

WASHINGTON STATE PATROL

John R. Batiste
Name and Title

3/5/10
Date

John R. Batiste
Signature

APPROVED AS TO FORM

Shelley Miller
ASSISTANT ATTORNEY GENERAL

ATTACHMENT A

Intergovernmental Agreement No. 17 Between the City of Shelton, Washington, Washington State Department of Corrections, and the Washington State Patrol

SCOPE OF WORK

Complete Scope of the construction project is in the project documentation. The title is City of Shelton Wastewater Treatment System Rehabilitation Project: October 2009.

CONSTRUCTION COSTS

Construction Contract	
Wastewater Treatment System	\$20,088,673.01
Andritz contract (dryer/centrifuge equip)	\$2,822,964.48
Construction Services	
Prof Serv Contracts	\$3,598,329.00
City (Prof Serv-Eng)	\$97,440.00
Construction Contract Administration	\$12,000.00
Miscellaneous (advertizing, recording, audit, copying)	\$70,000.00
<hr/>	
Subtotal	\$26,689,406.49
Contingency (10% of construction)	\$2,386,644.20
Indirect (2%)	\$581,521.01
<hr/>	
TOTAL	\$29,657,571.70

TABLE OF COST SHARES

Partner	Not To Exceed Amount of Total
City of Shelton	\$28,788,571.70
Department of Corrections	\$784,000.00
Washington State Patrol	\$ 85,000.00
<hr/>	
	\$29,657,571.70