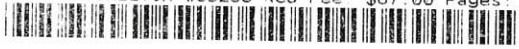


1960251 MASON CO WA

07/20/2010 12:27 PM AGREE
CITY OF SHELTON #39238 Rec Fee: \$67.00 Pages: 6



199

When recorded return to:

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

Document Title(s)

Intergovernmental Agreement No. 18 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#18 Apportioning Costs of the Design Consulting for the Dayton-Airport
Road Water Expansion Project.

Assessor's Property Parcel Number

420023260010

<p>CONTRACT NUMBER FOR:</p> <p><u> K7701(A) </u></p> <p>WA Department of Corrections</p> <p><u> C100755GSC </u></p> <p>Washington State Patrol</p>
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INTERGOVERNMENTAL AGREEMENT NO. 18

AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHELTON, WASHINGTON, WASHINGTON STATE DEPARTMENT OF CORRECTIONS, AND THE WASHINGTON STATE PATROL FOR DESIGN AND ENGINEERING SERVICES FOR THE DAYTON-AIRPORT ROAD WATER EXTENSION 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, the Parties wish to make a cooperative effort to fund the design and construction of a water facility extension from the City's satellite water treatment plant to the WSP Academy, and eventually to the DOC facility, and to this end, the WSP and DOC have agreed to reimburse the City for the costs of designing and engineering the water facility extension.

Whereas, the City is willing to accept said water extension as part of the City's water system and, in return in a latecomers agreement, the City will collect from future users of said water system, their pro rata share of the cost of said water system to be reimbursed to the WSP and DOC.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Shelton ("City"), the Washington State Patrol (WSP), and the Washington Department of Corrections (DOC) (hereinafter collectively referred to as the "Parties") agree as follows:

SECTION I – PURPOSE/OBJECTIVE

The purpose of this Agreement is to allow the City to enter into a contract(s) with a Consultant for design and engineering services to extend City water facilities from the Satellite Water Reclamation Plant to the Washington State Patrol Academy and Department of Corrections Washington Correctional Center, and to apportion costs of such contract(s) and other related costs including advertising costs, audit costs, and other miscellaneous costs necessary to complete this phase of work amongst the Parties..

SECTION II – COST APPORTIONING 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 the WSP and DOC agree to reimburse the City for payments made for eligible costs to complete the work developing the design documents and latecomers' agreement, and project administration. Indirect costs to be billed by the City are included in the table of cost shares below.

TABLE OF COST SHARES

	<u>Percentage of Total</u>	<u>Not to Exceed</u>
Washington State Patrol	53.8%	\$220,796
Department of Corrections	46.2%	\$189,605
Agreement Total	100%	\$410,401

The City shall manage and administer contracts and staff to develop design documents and latecomers agreement. The City will bill WSP and DOC for their percentage share of eligible costs in each month's payments as described in the Table of Cost Shares above, including applicable indirect costs within the Not-to-Exceed amount. City's indirect cost rate, which is chargeable under the Budgetary Accounting and Reporting System (BARS), adopted by the State of Washington, and Generally Accepted Accounting Principles (GAAP).

SECTION III - PAYMENT

All progress payments made by the City for eligible costs shall be billed to the WSP and DOC after each monthly payment., WSP and DOC shall reimburse the City for their proportionate shares of each City billing 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.

If the Consultant shall be required to perform extra work, for which the City owes payment under the Contract, such extra work shall be billed to the WSP and DOC according to their respective percentage shares provided the Not-to-Exceed amount is not exceeded.

Delinquent charges shall accrue interest on the unpaid balance at the rate equal to 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, for each day 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 IV – INDEMNIFICATION

Each party to this agreement shall defend, indemnify, and hold harmless the other Parties for all claims, including requests for attorney fees, arising from the indemnifying Party's acts, omissions, or responsibilities under this Agreement.

SECTION V – DURATION OF AGREEMENT

This Agreement shall be effective from the date of execution by all Parties through final completion of the scope of work and until such time as the City has received all reimbursements due from WSP and DOC, unless otherwise terminated in the manner described under the termination section of this Agreement or unless extended based on mutual agreement of the Parties.

SECTION VI – TERMINATION OF AGREEMENT

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 VII – DISPUTE RESOLUTION

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. Each Party shall bear its own costs for dispute resolution.

SECTION VIII – CHOICE OF LAW AND VENUE

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 IX - FILING

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

SECTION X - NOTICE

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.

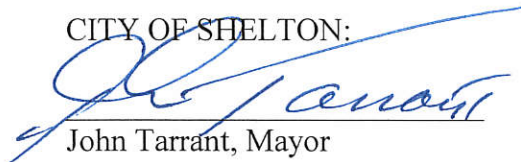
CITY OF SHELTON
Attn: City Clerk and
Public Works Director
525 West Cota Street
Shelton, WA 98584

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 is hereby entered into between the City, WSP and DOC to apportion all eligible costs incurred before and after the signing of this agreement shall be considered eligible for reimbursement by WSP and DOC.

CITY OF SHELTON:


John Tarrant, Mayor

7/19/2010
Date

ATTEST:


Vicki Look, City Clerk

WASHINGTON DEPARTMENT OF CORRECTIONS

Gary Banning Contracts Administrator
Name and Title

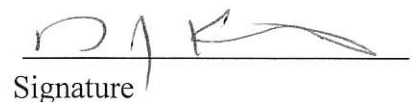
7/16/10
Date


Signature

WASHINGTON STATE PATROL

D. J. Karnitz, Deputy Chief
Name and Title

6-22-10
Date


Signature

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

ATTACHMENT A

Intergovernmental Agreement No. 18 Between the City of Shelton, Washington, Washington State Department of Corrections, and the Washington State Patrol

SCOPE OF WORK

Complete engineering services scope of work to prepare a set of design contract documents.

CONSULTING COSTS

Design Consulting Contract

CONSULTANT	\$ 300,000
Project Services	
Contract Administration and develop a latecomers agreement	\$ 50,000
Miscellaneous (advertising, recording, audit)	\$10,500
Subtotal	\$ 360,500
Contingency (2%)	\$ 7,210
Indirect (11.61%)	\$ 42,691
TOTAL	\$ 410,401

TABLE OF COST SHARES

Partner	Percentage	Amount not to Exceed
Washington State Patrol	53.8%	\$220,796
Department of Corrections	46.2%	\$189,605
TOTAL		\$410,401