

**Interlocal Cost Sharing Agreement Between the Port of Walla Walla, City of Walla Walla,
and Walla Walla County for Completion of a Corridor and Intersection Study of US
Highway 12 Between Second Avenue and Airport Way**

This agreement is made and entered into by and between the City of Walla Walla (City), Port of Walla Walla (Port), and Walla Walla County (County), also referred to as the “Parties” to share costs for a corridor and intersection study of US Highway 12 between Second Avenue and Airport Way, for the purposes of developing preferred intersection control alternatives at both Clinton Street/Lower Waitsburg Road, and Wilbur Street.

WHEREAS, RCW Chapter 39.34 authorizes the County, Port and City to jointly exercise powers, privileges and authority through interlocal agreement; and

WHEREAS, US 12 is a vital highway that serves the entire Walla Walla vicinity; and

WHEREAS, Each of the Parties has a vested interest in the configuration of US 12 and its’ intersections through Walla Walla, and the impact of that configuration on aspects such as traffic capacity, safety, and economic development; and

WHEREAS, WSDOT has requested the City act as lead agency for this project and the City will contract separately with WSDOT for partial funding reimbursement towards this project; and

NOW THEREFORE, it is mutually agreed by and between the Parties that:

1. The City will enter into a separate agreement with WSDOT for partial reimbursement of the identified work.
2. The Parties agree that this Interlocal Agreement for cost-sharing, based on the benefits to each Party, is necessary to establish the fair and reasonable apportionment of costs between the Parties.
3. The Parties agree to diligently pursue the completion of the project and to provide such support and assistance as necessary to accomplish completion of the project.
4. Consultant costs are expected to not exceed **two hundred forty six thousand seven hundred eleven dollars and forty one cents (\$246,711.41)**. Of this total, WSDOT has agreed to contribute **one hundred thousand dollars (\$100,000)** that must be spent prior to the end of the state’s fiscal year (June 30, 2019), or it may become unavailable for the project.
5. The remaining balance of the project will be equally split between the parties. Current cost for each agency is estimated at **forty eight thousand nine hundred three dollars and**

eighty cents (\$48,903.80), and will not be exceeded unless this Agreement is mutually amended by the Parties.

6. Each Party shall contribute their actual proportional costs up to the amount noted in Item 5 above. In-kind contributions may be utilized if such contributions directly offset the incurred project costs. In-kind contributions shall be approved in advance by all the Parties.
7. With the understanding that the WSDOT's allocation will be expensed against and expended first, cost share reimbursements from the Port and County will not be due until after January 1, 2019. Payments are due no later than 30-days after the date of the invoice.
8. Each Party shall be individually responsible to pay for additional costs incurred at the request of that Party. Each Party shall be individually responsible for additional costs directly caused by the failure of that Party to meet its obligations under this Agreement.
9. If the Agreement is not extended as set forth in Section 10, this Agreement shall expire on December 31, 2019.
10. The term of this Agreement may be extended for one additional year until December 31, 2020, by mutual agreement of all Parties, if necessary to complete work under the consultant scope of work, or as amended. The extension agreement shall be executed at least fifteen (15) days prior to the expiration of this Agreement. The chairman of the Board of County Commissioners and the executive officer of each other Party are authorized to approve and execute such a one-year extension without further authorization from the legislative body of each Party.
11. WSDOT's participation in the project, and their agreement to utilize state funds early in the process requires the Parties to uphold their agreement and finish the project as scoped. Therefore, each Party to this agreement will be responsible for their full equal share of the completed consultant project, up to the amount specified in Item 5 above.
12. The City of Walla Walla will act as lead agency for this project, and will be responsible for administering the consultant contract, including signature authority for contractual matters. Any contract amendments increasing overall cost for the other Parties shall be approved by all affected Parties.
13. Executed copies of this Agreement shall be filed or posted online as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective.
14. The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority for provision of services, standards of

performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

15. It is understood and agreed that each Party will be solely responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other Parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.
16. All Parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.
17. No Party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Parties.
18. The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend to create any third-party beneficiary to this Agreement.
19. No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
20. Entire agreement. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.
21. Amendment. The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.
22. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
23. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and confirmed.
24. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

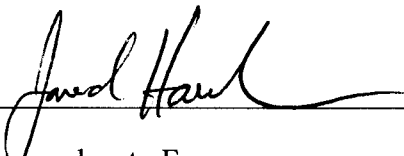
25. This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

26. Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

27. This agreement does not create any separate legal or administrative entity.


PORT OF WALLA WALLA

9/11/18
Date


Approved as to Form
Jared Hawkins, Port Counsel


Patrick H. Reay, Executive Director

WALLA WALLA COUNTY BOARD OF COUNTY COMMISSIONERS


Attest:

Connie R. Vinti, Clerk of the Board

September 24, 2018
Date

(absent)
Chair


Commissioner


Commissioner


Approved as to Form
Walla Walla County
Prosecuting Attorney

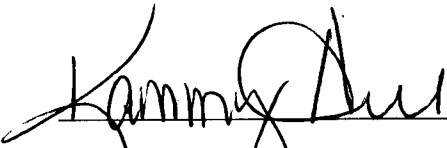
CITY OF WALLA WALLA

Date 10/8/18

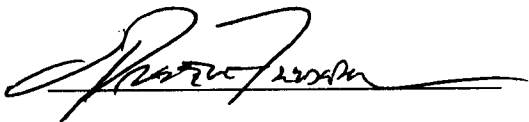


Nabil Shawa, City Manager

Attest:



Kammy Hill, City Clerk



Approved as to Form
Walla Walla City Attorney
ASSIST