

**MASTER INTERLOCAL AGREEMENT
BETWEEN
THURSTON COUNTY AND THE EVERGREEN STATE COLLEGE**

This Agreement is entered into in duplicate originals this 2nd day of June, 2015 between THE EVERGREEN STATE COLLEGE, a municipal corporation (hereinafter "TESC"), and THURSTON COUNTY, a municipal corporation (hereinafter "County"), pursuant to RCW 39.34.080.

WHEREAS it is to the mutual advantage of Thurston County and TESC to cooperate as described herein in order to make the most efficient use of their resources to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

- 1.0 It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other manpower, equipment, and materials when available on a reimbursable basis for roadway maintenance activities. This will be done with the understanding that the work of the owner of the requested resources takes first priority.

**II
DURATION**

This Agreement shall become effective on the date written above and shall remain in effect for five (5) years unless terminated sooner as provided for herein. At the end of the five-year term, this Agreement may be renewed under those terms and conditions mutually agreed to by the parties herein. Prior to commencement, this Agreement shall be filed in accordance with RCW 39.34.040.

**III
REQUEST FOR SERVICES**

- 3.0 Each request for service shall be submitted by the Public Works Director or designee on behalf of Thurston County and by the Director of Facilities or designee on behalf of TESC. Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work, when the work is to be performed, and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate their acceptance or rejection of the request, have it signed by their authorized official, and return one (1) copy to the requesting party. The authorized official for Thurston County is the Director of the Public Works Department or designee and for TESC is the Director of Facilities. In cases of emergency, the request and approval may be done verbally but must be documented in writing within forty-eight (48) hours of the verbal request. Each accepted request for service shall be incorporated into and become a part of this Agreement.

IV PAYMENT

- 4.0 The parties to this Agreement agree that the party receiving services under this Agreement shall reimburse the party providing the services for their actual direct and related indirect costs. Upon request of the providing party and receipt of properly completed invoices, the party receiving services shall make partial payments to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item.
- 4.1 The maximum amount payable by each party for work to be performed under this Agreement is 25,000.00 per calendar year unless otherwise amended in accordance with section XIV.

V RECORDS RETENTION AND AUDIT

- 5.0 During the progress of the work and for a period not less than six (6) years from the final date of payment, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by either party and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

VI CARE AND MAINTENANCE OF EQUIPMENT

- 6.0 The parties agree that any time a request is made for the use of equipment, the requesting party shall be responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the owner. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged.

VII RIGHT OF ENTRY

- 7.0 The parties to this Agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, within or adjacent to the right of way of the highway, road, or street for the purpose of accomplishing all work or services requested as part of this Agreement.

VIII RELATIONSHIP OF THE PARTIES

- 8.0 The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

IX
HOLD HARMLESS AND INDEMNIFICATION

- 9.0 The County shall hold harmless, indemnify and defend TESC its officers, officials, employees and agents, solely for third party claims relating to bodily injury or death, including costs and attorney's fees in defense thereof, caused by or arising out of the County's negligence in the performance of this Agreement.
- 9.1 TESC agrees to be responsible for the claims management, resolution, and payment of claims arising out of the County's work resulting in real or personal property damage or destruction. "Claim" means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to damage or destruction of real or personal property including loss of use resulting therefrom.
- 9.2 To the extent permitted by law, TESC shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness, or death or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused or arising out of The Evergreen State College's actions or inactions in the performance of its obligations under this Agreement.
- 9.3 The County's obligations and TESC's obligations hereunder shall not extend to bodily injury or death caused by or arising out of the sole negligence of either party, its officers, officials, employees or agents.
- 9.4 In the event of the concurrent negligence of the parties, the County's and TESC's obligations hereunder shall apply only to the percentage of fault attributable to each party, its officers, officials, employees or agents.
- 9.5 The provisions of this Hold Harmless and Indemnification section shall survive the expiration or termination of this Agreement and completion of the request for services.

X
INSURANCE

- 10.0 The County and TESC shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$2,000,000.
- 10.1 The County and TESC shall maintain workers' compensation insurance as required by Title 51 RCW, and each party shall provide Evidence of Coverage to each party's Risk Manager or Risk Management Division.
- 10.2 The County and TESC shall each maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced with written notice mailed to the other party.

**XI
TERMINATION**

11.0 Either party may terminate this Agreement upon thirty (30) calendar day's prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**XII
LEGAL RELATIONS**

12.0 No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

**XIII
ADMINISTRATION**

13.0 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party.

The County's representative shall be The County's representative shall be Traffic Engineering & Operations Manager (9605 Tilley Rd SW Olympia WA 98512, 360-867-2300).

TESC's representative shall be the Director of Facilities (2700 Evergreen Pkwy NW Olympia WA 98505, 360-867-6115).

**XIV
CHANGES, MODIFICATIONS, AND AMENDMENTS**

14.0 This Agreement may be changed, modified, amended or waived only by written agreement executed by an authorized representative of the parties hereto.

**XV
GOVERNING LAW AND VENUE**

15.0 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

**XVI
WAIVER**

16.0 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.

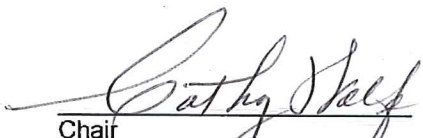
**XVII
SEVERABILITY**

17.0 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.

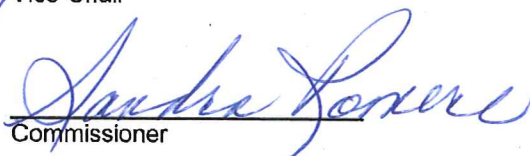
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Board of County Commissioners
Thurston County, Washington

The Evergreen State College
John Hurley
VP-FAD

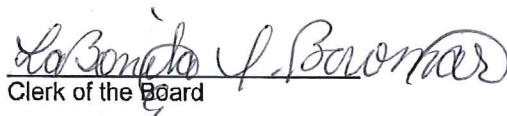

Chair


Vice-Chair


Commissioner


Vice President Finance and Administration

ATTEST:


Clerk of the Board

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

By: 
Deputy Prosecuting Attorney

CERTIFICATE OF LIABILITY INSURANCE

Issue Date 3/2/2015

ISSUED BY:

State of Washington
Department of Enterprise Services
Office of Risk Management
PO Box 41466
Olympia WA 98504-1466

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

COVERAGE AFFORDED BY**State of Washington Self Insurance Liability Program****INSURED:**

State of Washington
The Evergreen State College
ATTN: Laura Carpenter
2700 Evergreen Parkway NW, TA-00
Olympia WA 98505

THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

COVERAGES

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

| TYPE OF COVERAGE | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | LIMITS |
|---|---------------------------------------|-----------------------|-----------------------|---|
| GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE | Self-Insured | Continuous | Continuous | BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000 |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000 |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | L & I 52WEGE12 29 & 52WB5120 | Continuous 6/30/14 | Continuous 6/30/15 | WC - STATUTORY EL - \$1,000,000 - per Accident/\$1,000,000 Disease per Policy/\$1,000,000 Disease per Employee |
| OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

CERTIFICATE HOLDER:**CANCELLATION****EVIDENCE OF INSURANCE**

SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:**CERTIFICATE NUMBER CRT 15-396**
Lucy Isaki, State Risk Manager

REQUEST FOR SERVICES
THE EVERGREEN STATE COLLEGE
2015 Long Line Striping

SCOPE OF SERVICES

The work under this request consists of long line paint striping services of designated college campus streets as set forth in Attachment "A". The goal is to stripe an estimated 14.5 lane miles to be completed by September 30, 2015. This includes both centerline, bike path, and fog line striping. Weather conditions and county's first priority to complete striping on county roads may result less college campus miles completed than the estimated goal.

RESPONSIBILITY OF THE COUNTY

The County shall:

Provide equipment and staff to paint stripe up to approximately 14.5 lane miles of designated campus streets. The equipment and staff provided by the County consists of a paint striper and flatbed truck to carry additional paint totes and three County employees.

Provide traffic control including lead and tailing vehicles with staff.

Follow all industry standards for safe work practices in the performance of County responsibilities for the paint striping services set forth in this Contract, both for its employees and for the traveling public.

Provide waterborne traffic paint and reflective elements purchased from the Washington State Contract 07609 and 02513 respectively.

RESPONSIBILITY OF THE EVERGREEN STATE COLLEGE

The College shall be responsible for:

All public notification with regards to line striping being performed by the County on behalf of the College. The College will be responsible for all costs associated with public notification.

Quality assurance testing on paint, beads and other associated materials if desired.

Additional traffic control beyond what is described above under County Responsibilities including such as cones, signage, traffic control devices, etc...

Reimbursing the County costs for performance of County responsibilities including but not limited to materials (e.g., paint, beads), labor, equipment and overhead (25% of labor and

equipment costs). The estimated cost for these services is approximately \$5,344.72 as described in Attachment "B".

Authorizing work to begin on agreed upon work days and provide a minimum 24 hour notice to the County for any delay or canceling of scheduled work. If notification is less than 24 hours then the College will be responsible for any costs incurred by the County as result of the schedule change. The authorized representative shall contact Thurston County field representative either by fax, phone or email to provide notification

ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Contract and for coordinating and monitoring performance under this Contract. In the event such representatives are changed, the party making the change shall notify the other party.

The County's contract administration representative shall be Brian Morrow, 9605 Tilley Rd SW, Olympia WA 98512, 360-867-2349, morrowb@co.thurston.wa.us.

The County's field representative shall be Scott Flaherty, 9605 Tilley Rd SW, Olympia WA 98512, 360-239-3317, flaherts@co.thurston.wa.us.

The EVERGREEN STATE COLLEGE representative shall be the Building and Grounds Supervisor Mark Kormondy, 2700 Evergreen Parkway NW, Olympia WA 98505, 360-867-6349, kormondm@evergreen.edu

Wherever written notice is required under this service request, such notice shall be provided to the representatives designated above.

This Request for Services is made a part of the Master Interlocal Agreement between Thurston County and The Evergreen State College, and is hereby accepted by the following individuals who represent they have the authority to execute this document.

THE EVERGREEN STATE COLLEGE

THURSTON COUNTY

Director of Facilities

Public Works Director

Date

Date

ATTACHMENT "A"

| <u>Yellow Centerline</u> | <u>White Edge line</u> | <u>White Wide Line</u> | <u>Total Feet</u> |
|------------------------------|--------------------------------|--------------------------------|-------------------|
| 39,600 | 36,960 | 450 | 77,010 |

Evergreen Parkway: 3 mi. white, 5 mi. yellow.

Driftwood Rd.: 3 mi. white, 1.5 mi. yellow.

Overhulse Place: 1 mi. white, 0.5 mi. yellow.

Geoduck Ln.: 0.2 mi. yellow.

Dogtooth Ln.: 0.1 mi. yellow

Hidden Springs Rd.: 0.1 mi. yellow.

Fireweed Ln.: 0.1 mi. yellow.

Totals:

7 mi. white.

7.5 mi. yellow.

ATTACHMENT "B"

Labor

| Description | Estimated Hrs | Hourly Rate | Fringe (38%) | Overhead (23%) | Total Hourly Rate | Estimated Total Amt |
|-----------------------------|---------------|-------------|--------------|----------------|-------------------|---------------------|
| Sr. Maintenance Tech. | 15 | \$29.33 | \$11.15 | \$9.31 | \$49.79 | \$ 746.85 |
| Seasonal Temporary Employee | 5 | \$13.00 | \$0.00 | \$2.99 | \$15.99 | \$ 79.95 |
| | | | | | | \$ 826.80 |
| | | | | | | |
| | | | | | | |

Equipment

| Description | Vehicle No. | Estimated Hours | Hourly Rental Rate | Total Estimated Amount |
|-------------------------|-------------|-----------------|--------------------|------------------------|
| Sterling Condor Striper | 600 | 5 | \$70.00 | \$ 350.00 |
| Chevrolet Silverado | 8701 | 5 | \$14.00 | \$ 70.00 |
| | | | | \$420.00 |
| | | | | |

Materials

| Description | Estimated Qty | Unit Price | Total Estimated Amount |
|--|---------------|------------|------------------------|
| Yellow Water Based Traffic Paint (gal) | 150 | \$12.46 | \$ 1,869.00 |
| White Water Based Traffic Paint (Pervo - 6000) (gal) | 150 | \$12.66 | \$ 1,899.00 |
| Glass Beads (lbs) | 1000 | \$0.34 | \$ 340.00 |
| | | | \$ 4,108.00 |

| | |
|--------------------------|------------|
| Labor | \$826.80 |
| Equipment | \$420.00 |
| Materials | \$4,108.00 |
| Total Estimate | \$5354.80 |
| Total Estimate (Rounded) | \$5,500.00 |
| | |