

INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY TRANSIT
FOR
ANTI-ICING MATERIALS FOR ROAD OPERATIONS

This Agreement is entered into duplicate originals this 15th day of January 202~~3~~⁴ between THURSTON COUNTY, a municipal corporation, hereinafter "County", and INTERCITY TRANSIT, a municipal corporation, hereinafter "Transit", collectively referred to as "parties" and individually as "party," pursuant to RCW 39.34.080.

WHEREAS, County has the capability to produce and/or provide anti-icing materials for use in winter road operations providing for the public safety and welfare; and

WHEREAS, Transit needs anti-icing materials in support of their winter operations but does not have the ability to produce the materials; and

WHEREAS, it is to the mutual advantage of County and Transit to cooperate as described herein in order to make the most efficient use of their resources to provide services and supplies 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
PURPOSE

1.1 The purpose of the Agreement is to provide a mechanism by which Transit can purchase anti-icing materials from County for road operations purposes in order to allow the parties to make efficient use of their resources and for the benefit of the public.

II
PROVISION OF SUPPLIES

2.1 County agrees to sell anti-icing materials to Transit on an "as available" basis. The County is not obligated by this Agreement to sell anti-icing materials to Transit, if, in the sole determination of County, the County is unable or unwilling to accommodate a request to purchase from Transit.

2.2 County agrees that any anti-icing materials provided pursuant to this Agreement will be made in accordance with industry standard. A Safety Data Sheet (SDS) will be provided to Transit at time of collection.

2.3 The procedures for ordering and collecting anti-icing materials are as follows:

- Transit shall contact the County Representatives listed in Section 9.1 of this Agreement prior to collection of materials.
- County will advise Transit if anti-icing materials are available, provide the unit price, and coordinate date and time for collection.
- Transit is responsible for providing its own container; pickup of anti-icing materials at Tilley Campus, near Bldg. G; and hauling to Agency site.
- County staff will be onsite to fill Transit container.
- County will provide Transit with a receipt reflecting the quantity collected.

III

INVOICING AND PAYMENT

3.1 Transit acknowledges the price may fluctuate from time to time based on the cost of materials, equipment, and labor. County will provide Transit with the price prior to collection. Transit may decline to purchase anti-icing materials at any point prior to collection.

3.2 County will provide a monthly invoice for all anti-icing materials supplied under the terms of this Agreement. Invoices will detail the date, receipt #, quantity, cost per gallon, and extended amount. Sales tax at the applicable rate will be applied to the lump sum amount.

3.3 Transit shall pay such invoices within 30 calendar days of receipt of invoice. Payment shall reference the Invoice number.

IV

INDEMNIFICATION AND HOLD HARMLESS

4.1 The Transit shall defend, indemnify, release and hold harmless the County, its employees, directors, officers, officials and agents from and against any and all claims, losses, damages, costs, and expenses, including attorneys' fees, arising in favor of any person, firm, or corporation on account of personal injury or property damage alleged to be caused by the use of any anti-icing materials supplied by the County to the Transit.

4.2 The Transit assumes all risk by the use of anti-icing materials provided by the County, such defense, indemnity and hold harmless shall include any and all attorney fees and court costs required to enforce the provision of this paragraph.

4.3 The indemnification provision shall survive the expiration or termination of this Agreement.

V

INSURANCE

5.0 The Transit shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to the 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. Thurston County, its elected and appointed officers, officials, employees, and agents are to be included as Additional Insured on a primary and non-contributory basis. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdiction's risk pool shall be provided upon request.

5.1 The Transit shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of Coverage to the County's Risk Manager.

5.2 The Transit shall maintain all required policies in force for the duration of this Agreement.

VI DURATION

6.0 This Agreement shall become effective on the date written above and shall remain in effect for five (5) years.

VII TERMINATION

7.0 Either party may terminate this Agreement upon 30 calendar days 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.

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 ADMINISTRATION AND NOTICE

9.1 The following individuals are designated as representatives of the respective parties. The representative shall be responsible for administration of this Agreement. The parties may change administrators by written notice as set forth below.

COUNTY Representative
Thurston County Public Works
Road Operations Division

TRANSIT Representative
Intercity Transit
P.O. Box 659

9605 Tilley Rd. S
Olympia, WA 98512
Nick Bemis (Primary)
360-867-2388
Email: nick.bemis@thurston.wa.us

Olympia, WA 98507
POC: Dean Taylor
Phone: 360-236-5061
Email: dtaylor@intercitytransit.com

Ron Moore (Alternate)
360-867-2384
Email: ron.moore@co.thurston.wa.us

9.2 Any notices required or desired shall be in writing and sent by registered or certified mail, return receipt requested to the respective address. Notice shall be deemed to be given three days following the date of the mailing.

X

CHANGES, MODIFICATIONS, AND AMENDMENTS

10.0 This Agreement may be changed, modified, amended or waived only by written agreement executed by each party's authorized governing authority as provided in chapter 39.34 RCW.

XI

GOVERNING LAW AND VENUE

11.0 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.

XII

WAIVER

12.0 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 writing signed by an authorized representative of the party and attached to the original Agreement.

XIII

SEVERABILITY

13.0 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 provisions, 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 severable.

XIV

RECORDS RETENTION & PUBLIC RECORDS

14.1 Agreement Availability: Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.

14.2 Records Retention: Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any order placed against this Agreement, whichever is later; provided, however, that if any litigation, claims, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved. Each party will promptly notify the other of any such litigation hold on records.

XV

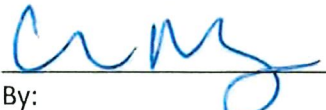
ENTIRE AGREEMENT

15.0 This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

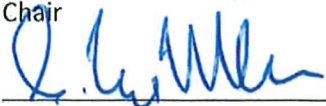
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

INTERCITY TRANSIT
Washington


By:
Chair


By:
General Manager


By:
Vice Chair


By:
Commissioner

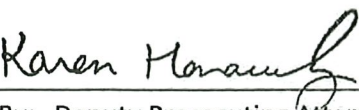
By:
Commissioner


By:
Commissioner

ATTEST: 
Clerk of the Board

Approved as to form:

Approved as to form:


By: Deputy Prosecuting Attorney

Intercity Transit Attorney