

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF BUCODA
AND
THURSTON COUNTY

THIS AGREEMENT is made and entered into between Town of Bucoda, hereinafter "Town", and Thurston County, hereinafter "County".

WHEREAS, it is to the mutual advantage of the Town and the County and its citizens to cooperate in the repair of Tono Road as described herein in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, pursuant to chapter 39.34 RCW, the Town and the County are authorized to cooperatively exercise the powers, privileges and authority described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the Town and the County agree and resolve as follows:

I. PURPOSE

This Agreement shall include the work necessary to complete a geotechnical study, design, repair, and maintenance of the slope failure mechanics of the annexed portion of Tono Road near the easterly Town limits (hereinafter "Annexed Road").

II. RELATIONSHIP OF THE PARTIES

The Town and the County agree that they intend to act cooperatively pursuant to the authority of chapter 39.34 RCW to accomplish the purpose recited herein. No separate legal entity is created by this Agreement. The administrator of this undertaking shall be the Mayor of Bucoda or Mayor's designee.

III. SCOPE OF PROJECT

The work shall consist of a geotechnical study of the slope failure mechanics of the Annexed Road. The scope of the design and construction of the slope failure repairs and maintenance will be based on the geotechnical study and the availability of obtaining state and/or federal grants. The geotechnical study, grant applications, design and construction of slope failure repairs will be completed by the Town or a private contractor(s) under contract with the Town and accomplished in accordance with industry standards. The Town shall perform all required maintenance of the Annexed Road.

IV. RESPONSIBILITY OF THE TOWN

The Town shall:

- a) Provide project administration;
- b) Keep accurate records of actual costs associated with the project;
- c) Apply for state and/or federal grants;
- d) Execute the necessary contract for the completion of a geotechnical study of the slope failure mechanics of the Annexed Road;
- e) Execute the necessary contract(s) for the design and construction of all repairs to the Annexed Road;
- f) Maintain the slope failure area and the Annexed Road;

- g) Comply with all applicable federal, state and local laws and regulations including but not limited to bidding and contracting statutes in the performance of the work contemplated herein; and
- h) Bill the County for its portion of the project costs pursuant to section VI. below. The Town will submit billing, periodically, but no more frequently than monthly. Billings will be reflective of costs incurred during the month being billed.

V. RESPONSIBILITY OF THE COUNTY

The County shall:

- a) Submit payment to the Town in accordance with section VI. below on or before 30 days from receipt of billing from the Town.
- b) Maintain the slope failure area and the Annexed Road until completion of the project for a period not to exceed one and one half years from the date of this Agreement.
- c) The County shall not be responsible for any grant, study, design, construction, repair, maintenance, or otherwise of the Annexed Road except as otherwise provided in this section V.

VI. MANNER OF FINANCING

The County shall share in the project costs incurred by the Town under this Agreement not to exceed \$36,000 or ninety (90) percent of the total project costs, whichever is less. The Town shall be responsible for all remaining costs of the project. Any grants obtained by the Town for this project shall be deducted from the project total costs.

VII. HOLD HARMLESS AND INDEMNIFICATION

The Town agrees to hold harmless and indemnify the County, its elected and appointed officers and officials, employees, and agents from any and all claims, demands, losses, liabilities, and damages to or by third parties, including but not limited to expenses, judgments, costs and attorneys fees, arising from, resulting from or in any way connected with the work to be performed under this Agreement.

VIII. TERMINATION

Either party may terminate this Agreement, with the written consent of both parties, by giving the other party at least ten (10) days advance written notice. 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. The hold harmless and indemnification provision of this Agreement shall survive termination or expiration of this Agreement.

IX. DURATION

This Agreement will take effect when executed by the parties, and shall continue until its purpose is complete unless terminated sooner as provided herein.

X. FILING

An executed copy of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

IV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this Agreement shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

V. WAIVER

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 this Agreement.

VI. SEVERABILITY

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 that 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 have caused this Agreement to be executed this 26 day of June, 2007.

Town of Bucoda

Kathy Martin
Kathy Martin, Mayor

ATTEST:

[Signature]
Town Clerk

APPROVED AS TO FORM:

Robert F. Hauth
Special Counsel

BOARD OF COUNTY COMMISSIONERS
Thurston County

[Signature]
Chairman

[Signature]
Vice-Chairman

[Signature]
Commissioner

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM:
EDWARD G. HOLM
PROSECUTING ATTORNEY

By: Catherine A. Dalson
Deputy Prosecuting Attorney