

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SHELTON
AND THE MASON TRANSIT AUTHORITY**

This Interlocal Agreement (this “Agreement”) is entered into by and between the City of Shelton (the “City”) and the Mason Transit Authority (the “MTA”).

WHEREAS, Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the City and the MTA are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, the Washington State Department of Ecology’s Stormwater Financial Assistance Program awarded the City a Stormwater Implementation Grant for a stormwater demonstration project adjacent to the MTA’s Transit-Community Center located at 601 West Franklin Street; and

WHEREAS, the City and the MTA desire to enter into an agreement by which the City will administer the grant funding and the MTA will complete the design, permitting, and construction of the project identified in DOE Grant Agreement # WQC-2016-ShelPW-00325.

NOW, THEREFORE, the City and the MTA mutually agree as follows:

1) Scope of Work and Financial Responsibility

The MTA, with the assistance of Mason Conservation District (“MCD”) staff, shall commence the design, permitting, and construction of the project identified in DOE Grant Agreement # WQC-2016-ShelPW-00325, under the terms and conditions contained in the grant agreement and herein.

The MTA shall be responsible for all costs associated with this project in excess of the grant award, including but not limited to the fifteen percent (15%) matching funds required by the grant agreement.

The City will administer grant funding to the MTA in accordance with the grant agreement and as budgeted and approved by the City Commission.

2) Site Access

The MTA shall authorize the City and the MCD staff to access the construction site and other areas as needed to complete the design, permitting, and construction of the project.

3) Payment

The MTA shall submit any requests for payment to the City no more frequently than once per month, except that a “year-end” billing shall be presented during the first week of January of each year for all activities occurring through and including December 31 of the prior year. Within thirty (30) days after receipt of a request for payment, the City shall pay the full amount billed or withhold a portion thereof and provide the MTA written notice specifying the total amount withheld and the ground(s) for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).

4) Effective Date, Duration, and Termination

This agreement shall be effective when both parties have duly executed it. Prior to its entry into force, this agreement must be filed with the Mason County Auditor or, alternatively, listed by subject on the MTA’s or the City’s website or other electronically retrievable public source.

This agreement shall remain in full force and effect until the project is finally accepted by the DOE grant administration team and the grant agreement is closed. The provisions regarding financial responsibility and indemnification shall survive the termination of this agreement.

5) Compliance with Legal Requirements

Each party accepts responsibility for compliance with federal, state, or local laws and regulations, including bidding requirements.

6) Relationship of the Parties

No agent, employee, or representative of the MTA shall be deemed to be an agent, employee, or representative of the City for any purpose and the employees of the MTA are not entitled to any of the benefits the City provides to City employees, and vice versa.

7) Insurance

The City is a self-insured governmental entity pursuant to the laws of the state of Washington. The City maintains property, premises, and joint general liability insurance through the Washington Cities Insurance Authority. The City certifies that it maintains property, premises liability, and general liability insurance in excess of \$2,000,000.00, including for the acts or omissions of its officers, employees, and representatives for the type and scope of work contemplated herein by its officers, employees, volunteers and agents.

The MTA hereby certifies that it maintains property, premises liability, and general liability insurance up to \$2,000,000.00 per incident, including for the acts or omissions of its officers, employees, and representatives, through a qualified insurance carrier.

Either party may request proof of insurance on request from the other party.

8) Hold Harmless and Indemnification

Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its officers, agents, and employees. MTA explicitly assumes responsibility to the City for the consequences of any act or omission of a contractor or subcontractor associated with the project.

The MTA shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, actions, suits, liability, losses, costs, expenses, and damages of any nature whatsoever, including but not limited to costs and reasonable attorney's fees or grant repayment, by reason of or arising out of the MTA's obligations under this agreement, the MTA's failure to complete the project or the MTA's failure to otherwise comply with DOE Grant Agreement # WQC-2016-ShelpW-00325 in the design, permitting, and construction of the project.

9) Governing Law and Venue

The parties agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this agreement. The parties agree that venue for any action arising from or relating to this agreement shall lie in Mason County Superior Court.

10) Representatives

The MTA:

790 East Johns Prairie Rd
Shelton, WA 98584
360-426-9434

The City:

Michael Michael, City Engineer
525 W Cota St899
Shelton, WA 98584
360-432-5125
mmichael@ci.shelton.wa.us

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CITY OF SHELTON

Approved by:

Dave O'Leary, City Administrator

DATE: _____

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MASON TRANSIT AUTHORITY

Approved by:



Terri Jeffreys, Board Chair

DATE: 2/10/10