

LOTT WASTEWATER ALLIANCE AND CITY OF TUMWATER INTERLOCAL AGREEMENT

This Agreement is made and entered into this 24th day of March 2010, by and between the LOTT Alliance, herein referred to as "the Alliance," and the City of Tumwater, herein referred to as "the City."

WHEREAS, the Alliance and the City jointly need road work completed on Tumwater Valley Drive as part of the Tumwater Reclaimed Water Project, herein referred to as "the Road Project;" and

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the parties agree that the Alliance can and should design and construct the Road Project and be reimbursed the City's agreed-upon share of the Road Project cost; and

WHEREAS, it is necessary for the parties to enter into an agreement to set forth the terms, conditions, and requirements for the Road Project work.

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

1. The Alliance shall perform, or cause to be performed, all work and furnish, or cause to be furnished, all materials and equipment required for the construction of the Road Project as a part of the current Reclaimed Water Line Construction Contract with Hos Brothers, Inc. This construction contract was publically bid and awarded to Hos Brothers, Inc., the low bidder. The Road Project is described on the attached Exhibit A, attached hereto and incorporated by this reference.
2. The Alliance shall cause the Road Project to be constructed in the calendar year 2010. The Road Project shall be constructed in accordance with this Agreement and all applicable laws and regulations of the State of Washington and of the United States. When a conflict exists between any provision(s) of this Agreement and applicable law, the provisions of applicable law shall govern.
3. The Alliance shall complete the design and construction of the Road Project on a time and materials basis. The total cost of the Road Project shall be divided proportionately, with the City reimbursing the Alliance up to \$100,000 of the total

costs. Since the construction contract is currently being completed with required completion of May 20, 2010, LOTT will proceed to have its contractor, Hos Brothers, complete the work under the existing LOTT contract, and LOTT will make payments to the contractor, with City of Tumwater reimbursement to follow. The City's share of the total Road Project cost shall be paid to the Alliance within two years of the date of this agreement.

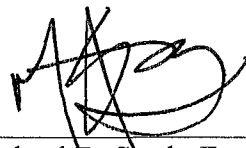
4. The amounts paid shall include all applicable sales and use tax.
5. Alliance shall be considered an independent contractor, and no official or employee shall be considered an official, officer or employee of the City, nor shall the Alliance, its officials, officers or employees, be entitled to any compensation, privileges, or benefits from the City beyond that provided herein.
6. The Alliance shall indemnify, defend, and hold the City harmless from any actions, suits, claims, damages or liability whatsoever, including Attorneys fees, which may arise out of Alliance's actions involving the sole negligence of the Alliance under this Agreement. Liability for all other claims not involving sole negligence of the Alliance shall be shared in accordance with each party's respective proportionate share of total liability. This paragraph shall survive expiration or termination of this Agreement.
7. The Alliance shall not assign or convey its interests or obligations under this Agreement without the written consent of the City.
8. This Agreement shall remain in force until the final total Road Project cost has been determined and the provisions of Paragraph 3 above have been completed.

CITY OF TUMWATER

LOTT ALLIANCE



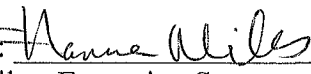
John Doan, City Administrator



Michael D. Strub, Executive Director

Date: 5/24/2010


Date: _____

ATTEST: 

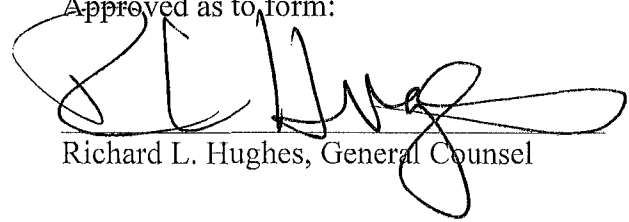
Hanna Miles, Executive Secretary

ATTEST: 

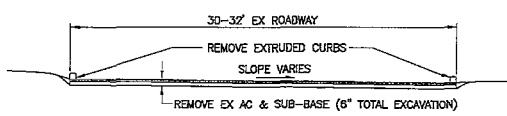
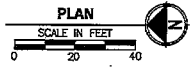
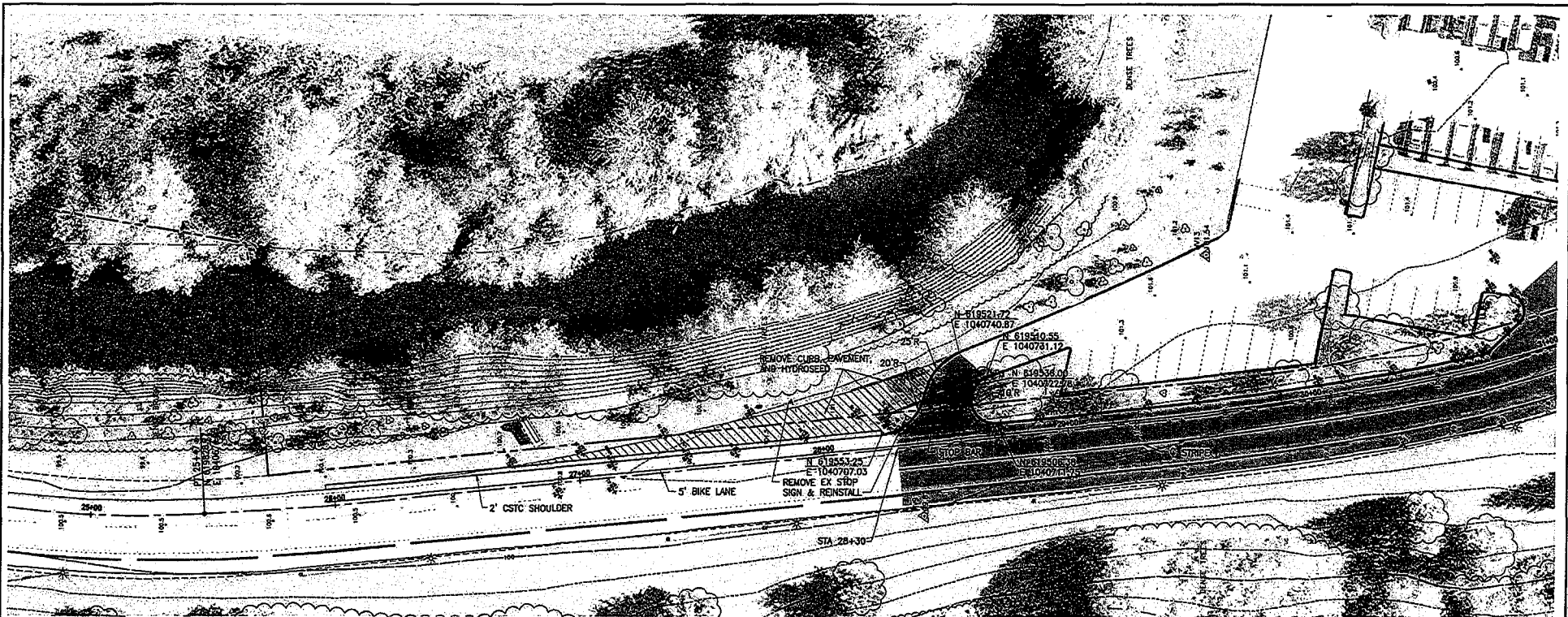
Erin Michael, Corporate Secretary

Approved as to form:


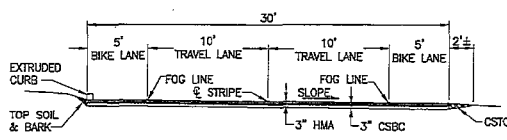
Karen Kirkpatrick, City Attorney

Approved as to form:


Richard L. Hughes, General Counsel



EXISTING ROADWAY SECTION A
NO SCALE



STA 28+30 AND SOUTH RESTORED ROADWAY SECTION B
NO SCALE

DATE: May 19, 2010 - 10:18 AM
 PLOTTED ON: Intergraph LANDolt Layout
 IMAGES: TUMWATER-2010-C-PRJ-0000-0000 | rev: 010 | 201007000100-000 | I:\HW-PC
 REVISION: 2010/07/06/09:01:05-101 | 201007000100-000

REVISIONS	DATE	BY	DESIGNED
			JKV
			DKM
			CEJ
			APPROVED

ONE INCH AT FULL SCALE,
 IF NOT SCALE ACCORDINGLY
 TITLE NO. 201007000100SF-3
 VOL. NO. 16-2717-009
 DATE APRIL 2010



Parametrix
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PROJECT NAME: LOTT ALLIANCE
 TUMWATER RECLAIMED WATER PIPELINE
 PROJECT
 CDP# 66.458- GRANTS FOR SRF
 TUMWATER, WA

**EXHIBIT A
 TUMWATER VALLEY DRIVE
 ROADWAY RESTORATION AREA
 STA 28+30 - SOUTH**

DRAWING NO.
 1 OF 2
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