

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAKEWOOD
AND
THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

THIS INTERLOCAL AGREEMENT is made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 2nd day of December, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (hereinafter referred to as the "City"), and the Washington State Department of Fish and Wildlife, (hereinafter referred to as the "WDFW"),

PURPOSE: It is the purpose of this Agreement to provide the labor, supplies, materials and support to repair a boat launch on City of Lakewood property at American Lake Park, located in Lakewood, Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The WDFW shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the Project "98" Estimate marked as Attachment "A" attached hereto and incorporated herein.

The City shall furnish the necessary plans, specifications, permits and otherwise do all things necessary to enable the WDFW to perform the work set forth in the Project "98" Estimate marked as Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on December 9, 2024 and be completed by January 31, 2025, unless terminated sooner as provided herein.

PAYMENT

Compensation for the WDFW work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$ 100,000.00. Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in Attachment "A" which is attached hereto and incorporated herein.

WDFW shall submit invoices monthly. Payment to WDFW for approved and completed work will be made by warrant or account transfer by the City within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

INSURANCE

The WDFW is part of the State of Washington and protected by the State's self-insurance liability program as provided by RCW 4.92.130. WDFW and CITY have entered into an agreement to provide the services described herein.

INDEMNIFICATION AND HOLD HARMLESS

To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the Work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the City, its employees or authorized agents, and (b) WSDOT, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees', and/or authorized agents' own negligence.

The City agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction, operation, and/or maintenance of the project. For this purpose, the City, by mutual negotiation, hereby waives, with respect to the state only, any immunity that would otherwise be available to it against such claims under the industrial insurance provisions in Chapter 51.12 RCW.

The terms of section shall survive the termination of this Agreement.

COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement rendered prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a dispute board in the following manner: Each party to this agreement shall appoint a member to the dispute board. The members so appointed shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto.

ASSIGNMENT

(a) The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the City:
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499
Attn: Parks and Recreation Director
Phone:(253) 589-2489

To the WDFW:
Department of Fish and Wildlife
600 Capitol Way North
OLYMPIA WA 98501-1091
Attn :Daniel Talbot
Phone: 360-902-2200

Or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

MISCELLANEOUS

- A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.
- C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- D. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a governmental entity of the State of Washington. The identity of the parties hereto is as set forth hereinabove.
- E. The purpose of this Agreement is to accomplish the objectives of this Agreement.
- F. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.
- G. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- H. Unless a joint oversight and administration board is created as provided herein, the oversight and administration of the Agreement shall be by the respective named representatives identified in

the Notices section above, or their designees.

- I. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.
- J. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the City shall have the right to terminate the Agreement.
- K. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

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

**STATE OF WASHINGTON
DEPARTMENT OF FISH & WILDLIFE**

By: *Daniel Talbot*
Daniel Talbot (Dec 9, 2024 11:11 PST)

CITY OF LAKEWOOD

By: *John P. Caulfield*
John Caulfield
City Manager

Attest: *B. Schumacher* 12/5/2024
Briana Schumacher
City Clerk

Heidi Am Wachter
Heidi Wachter
Lakewood City Attorney

PROJECT "98" ESTIMATE

Start Date: _____ thru: _____	Work Order: _____
Project Name: American Lake Boat Ramp	Business line: _____
Signature Auth: _____	Customer Number: _____

LABOR PERSONNEL	HRS.	LABOR RATE	TOTAL
Const & Maint Supv	120	\$86.29	\$10,354.80
Const & Maint Lead	120	\$81.26	\$9,751.20
Maint Mech II	120	\$72.54	\$8,704.80
Maint Mech II	120	\$72.54	\$8,704.80
N/A		\$0.00	\$0.00
N/A		\$0.00	\$0.00
N/A		\$0.00	\$0.00

PER DIEM RATE PERSONNEL	No. DAYS	LABOR-TOTAL AMOUNT	\$37,515.60 TOTAL
Const & Maint Supv		\$79.00	\$0.00
Const & Maint Lead		\$79.00	\$0.00
Maint Mech II		\$79.00	\$0.00
Maint Mech II		\$79.00	\$0.00
N/A		\$0.00	\$0.00
N/A		\$0.00	\$0.00
N/A		\$0.00	\$0.00
Enter County			\$0.00
N/A			

LODGING PERSONNEL	No. NIGHTS	PER DIEM-TOTAL RATE	\$0.00 TOTAL
Const & Maint Supv		\$176.00	\$0.00
Const & Maint Lead		\$176.00	\$0.00
Maint Mech II		\$176.00	\$0.00
Maint Mech II		\$176.00	\$0.00
			\$0.00
			\$0.00
			\$0.00
Enter Hotel			\$0.00

EQUIPMENT LICENSE	HRS / MILES	LODGING-TOTAL RATE	\$0.00 TOTAL
24514E Ford PU	500	\$1.32	\$660.00
19393E Ford Serv	500	\$1.23	\$615.00
27726E FL Dump	500	\$2.67	\$1,335.00
28935E Trailer	8	\$85.00	\$680.00
15924E Trailer Cargo 2Ax	12	\$32.50	\$390.00
19314E Kenw Dump	500	\$2.67	\$1,335.00
32519E A/C Trl (AIRMAN)	4	\$278.00	\$1,112.00
NONE		\$0.00	\$0.00
NONE		\$0.00	\$0.00
NONE		\$0.00	\$0.00
NONE		\$0.00	\$0.00
NONE		\$0.00	\$0.00

MATERIALS VENDORS	ITEM	EQUIPMENT - TOTAL INVOICE #	\$6,127.00 TOTAL
NC Machinery	Cat 308 Excavator		\$5,000.00
NC Machinery	Gradeall Forklift		\$4,000.00
Gilliardi	Quarry Spalls (36 Ton)	\$22.00 Per Ton	\$792.00
Gilliardi	1 1/4" Clean (12 Ton)	\$14.00 Per Ton	\$168.00
WDFW	(6) Planks		\$4,800.00
Fastenal	Cable/Crimps/Washers		\$500.00
McDowell Pile King	(12) MR-4 Manta-Rays		\$960.00
Ferguson	Fabric		\$100.00
Basalite	Articulated Concrete Blocks		\$3,384.75
WDFW	Silt Curtain		\$200.00

	MATERIAL TOTAL	\$19,904.75
	15%	\$9,532.10
	GRAND TOTAL	\$73,079.45