



DAYTON CITY COUNCIL

111 S. 1st Street, Dayton, WA 99328

PRELIMINARY AGENDA
REGULAR MEETING
Monday, December 5, 2016
6:00 p.m.
Craig George, Mayor

- 1. CALL TO ORDER**
 - A. Roll Call
- 2. CONSENT AGENDA – Action**
 - A. Council Minutes
 - i. November 14, 2016 City Council Meeting - Table
 - ii. November 28, 2016 City Council Meeting - Table
 - B. Voucher Warrants as audited by the Finance Committee
 - C. November 30, 2016 Payroll Warrants
- 3. SPECIAL GUESTS AND PUBLIC COMMENT**
 - A. Final Public Hearing – 2017 City of Dayton Budget
- 4. COMMITTEE/BOARD/COMMISSION REPORTS**
- 5. REPORTS OF CITY OFFICERS**
- 6. UNFINISHED BUSINESS**
 - A. ACTION: Authorize Ordinance No. 1907, approving the 2017 Budget
 - B. ACTION: Authorize Ordinance No. 1908, approving the 2017 Salary Schedule
 - C. ACTION: Authorize Resolution No. 1298, amending Resolution No. 1290 to include 2017 Utility Charges – Billing and Collection, Water and Sewer Rates to the Master Fee Schedule
- 7. NEW BUSINESS**
 - A. ACTION: Authorize the WA State Transportation Improvement Board Fuel Tax Grant Agreement – Project No. P-E-924(P01)-1 – W. Main St.: N. Pine St. to Touchet River Bridge
- 8. FINAL PUBLIC COMMENT**
- 9. ADJOURN**

12/05/2016
Agenda Item No. 3 (A)

**CITY OF DAYTON
NOTICE OF PUBLIC HEARINGS**

NOTICE IS HEREBY FURTHER GIVEN that a final public hearing will be held on **Monday, December 5, 2016 at 6:00 p.m.** or soon thereafter at a regular meeting of the City Council of the City of Dayton on the City of Dayton 2017 Final Budget.

All of the above stated public hearings shall be held at Dayton City Hall, Council Chambers, 111 S. 1st St, Dayton, WA, 99328.

Copies of the 2017 Preliminary Budget will be available October 27, 2016 and can be obtained by contacting Dayton City Hall, 111 S. 1st Street, Dayton, WA, (509) 382-2361, tcole@daytonwa.com or may be viewed online at www.daytonwa.com.

Written testimony/comments to be considered at the public hearings by the City Council must be submitted to the City Clerk-Treasurer by 3:00 p.m. on Monday, November 14, 2016; Monday, November 28, 2016; and, Monday, December 5, 2016, respectively. All testimony/comments shall be submitted to the City of Dayton, City Clerk-Treasurer at 111 S. 1st Street, Dayton, WA 99328 or by email to tcole@daytonwa.com.

Dayton City Council

By: Trina Cole, City Clerk-Treasurer

Published: *Dayton Chronicle*, October 19, and October 26, 2016

ORDINANCE NO. 1907

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF DAYTON, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017.

WHEREAS, the Mayor of the City of Dayton, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the fiscal year ending December 31, 2017 and a notice was published that the Council of said city would meet on the 28rd day of November, 2016, and the 5th day of December, 2016, at the hour of 6:00 p.m., or soon thereafter, at the Council Chambers in the City Hall of said city for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said city an opportunity to be heard upon said budget; and,

WHEREAS, the said City Council did meet at said time and place and did then consider the matter of said proposed budget; and,

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Dayton for the purpose set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said city for said year and being sufficient to meet the various needs of Dayton during said period.

NOW, THEREFORE, the City Council of the City of Dayton do ordain as follows:

Section 1. The budget for the City of Dayton, Washington, for the year 2017 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Dayton, 2017 Budget (Attachment "A"), three copies of which are on file in the Office of the Clerk.

Section 2. Estimated resources for each separate fund of the City of Dayton, and aggregate expenditures for all such funds for the year 2017 are set forth in a summary form below, and are hereby appropriated for expenditure at the fund level during the year 2017 as set forth in the City of Dayton, 2017 Budget:

<u>FUND</u>	<u>RESOURCES/APPROPRIATIONS</u>
CURRENT EXPENSE	\$1,121,400
CITY STREET & ROAD	\$337,500
MOTEL/HOTEL EXCISE TAX	\$52,500
CAPITAL IMPROVEMENTS	\$978,300
SEWER REVENUE	\$1,005,700

SEWER CUMULATIVE RESERVE	\$410,400
WATER REVENUE	\$995,900
WATER CUMULATIVE RESERVE	\$279,800
W & S SYSTEM DEBT RESERVE	\$398,100
W & S SYSTEM DEBT SERVICE	\$641,800
CEMETERY ENDOWMENT	\$404,000
LIBRARY ENDOWMENT	\$168,900
PATHWAY ENDOWMENT	\$9,000
TOTAL 2017 BUDGET	\$6,803,300

Section 3. As prescribed by RCW 35A.33.075, the City Clerk-Treasurer is directed to transmit a certified copy of the budget hereby adopted to the Washington State Auditor's Office and to the Association of Washington Cities.

Section 4. The salaries and wages set forth in the City of Dayton, 2017 Budget constitute the appropriations for salaries and wages that will be paid to the legislative body and employees of the City of Dayton. The number of full-time positions as stated in the budget is, insofar as can be ascertained, the number of positions ordinarily filled. The compensation to each employee affected may differ from the amount specified in the budget, so long as the compensation does not exceed the amount appropriated in the 2017 budget.

Section 5. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council of the City of Dayton and approved by the Mayor on this ____ day of _____, 2016.

Craig George, Mayor

Attest:

Approved as to form:
Menke Jackson Beyer, LLP

Trina Cole, City Clerk-Treasurer

By: Quinn N. Plant, City Attorney

ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES
ORDINANCE NO. 1907

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF DAYTON,
WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017.

- Section 1. Adoption.
- Section 2. Appropriations.
- Section 3. Distribution.
- Section 4. Severability.
- Section 5. Effective Date.

The full text of Ordinance 1907 adopted the 5th day of December, 2016 is available for examination at the City Clerk's Office, 111 S. 1st St., Dayton, WA during normal business hours, Monday - Thursday, 8:00 a.m. to 4:00 p.m.

By: /s/ Craig George, Mayor

Attest: /s/ Trina Cole, City Clerk-Treasurer

Approved as to form: /s/ Quinn Plant, City Attorney

Published:

Dayton Chronicle 12/7/2016

ORDINANCE NO. 1908

**AN ORDINANCE OF THE CITY OF DAYTON, WASHINGTON ADOPTING THE
2017 SALARY SCHEDULE FOR THE CITY OF DAYTON.**

WHEREAS, the City Council of the City of Dayton, Washington has by Ordinance No. 1907 adopted a budget for 2017; and,

WHEREAS, the City Council determined during the budget process that a general salary increase for City employees should be implemented and included on the monthly salary schedule as an integral part thereof;

NOW, THEREFORE, the City Council of the City of Dayton do ordain as follows:

Section 1. Salary Schedules for Non-Contractual Employees.

Position	Formal Salary Scale – Monthly	
	Low	High
Public Works Director	\$ 4,800	\$ 6,800
Public Works Foreman	\$ 3,950	\$ 5,600
City Clerk-Treasurer (Administrator)	\$ 4,850	\$ 6,450
Deputy City Clerk-Treasurer	\$ 3,800	\$ 5,250
Planning Director	\$ 4,100	\$ 5,750
Code Enforcement Officer	\$ 2,500	\$ 2,900
Administrative Assistant	\$ 1,940	\$ 2,400
	Hourly Wage Scale	
Seasonal/Part-time Positions	Maximum Wage Rate	\$13.00

Section 2. Appropriations. The salaries and wages set forth in the 2017 City of Dayton Budget constitute the appropriations for salaries and wages that will be paid to the legislative body and non-contractual and contractual (union) employees of the City of Dayton. The numbers of positions as stated in the budget are, insofar as can be ascertained, the number of positions ordinarily filled.

Section 3. Exclusions. The salary and wage schedules are exclusive of overtime, compensatory time and/or merit compensation as provided by the City of Dayton Personnel Policies effecting non-contractual, non-exempt employees or as specified in the current Union effecting contractual employees. As a result, the compensation to each employee affected may differ from the amount specified in this schedule, so

long as the compensation does not exceed the amount appropriated in the 2017 City of Dayton Budget.

SECTION 4. Effective Date. A summary thereof of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Passed by the City Council of the City of Dayton on this _____ day of _____, 2016.

City of Dayton

By: Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to form:
Menke Jackson Beyer, LLP

By: Quinn N. Plant, City Attorney

ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES
ORDINANCE NO. 1908

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF DAYTON,
WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017.

- Section 1. Salary Schedules for Non-Contractual Employees.
- Section 2. Appropriations.
- Section 5. Effective Date.

The full text of Ordinance 1908 adopted the 5th day of December, 2016 is available for examination at the City Clerk's Office, 111 S. 1st St., Dayton, WA during normal business hours, Monday - Thursday, 8:00 a.m. to 4:00 p.m.

By: /s/ Craig George, Mayor
Attest: /s/ Trina Cole, City Clerk-Treasurer
Approved as to form: /s/ Quinn Plant, City Attorney

Published:
Dayton Chronicle 12/7/2016

RESOLUTION NO. 1298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON, AMENDING RESOLUTION 1290, MASTER FEE SCHEDULE, SECTION 10, UTILITY CHARGES- BILLING AND COLLECTION TO INCLUDE WATER AND SEWER RATES

WHEREAS, in connection with the municipal functions and operations of the City of Dayton ("City"), the City requires certain fees and charges; and

WHEREAS, it is appropriate to review such fees and charges and make periodic adjustments to appropriately address costs; and,

WHEREAS, the fees and charges that the City establishes for various services are intended to cover but not exceed the City's costs for providing such services; and,

WHEREAS, in keeping with the philosophy of setting City fees in amounts reflective of actual costs, it is appropriate at this time to revise water and sewer fees to compensate the City for costs associated with various City water and sewer functions and facilities; and

WHEREAS, for the convenience of the public it is desirable to gather in a single document a comprehensive list of water and sewer fees and service charges imposed by the City; and,

WHEREAS, on October 10, 2016, the City Council authorized Resolution 1290, establishing a Master Fee Schedule to serve as the City's comprehensive list of fees and service charges imposed by the City; and,

WHEREAS, for the continued convenience of the public it is desirable to amend Section 10, Utility Charges - Billing of the Master Fee Schedule to include water and sewer fees and charges; and,

WHEREAS, the 2017 City of Dayton Budget supports amendments to the City's Master Fee Schedule to include water and sewer fees and charges and its authorization by the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Amendment. Resolution 1290, Section 10 of the Master Fee Schedule, Utility Charges - Billing, is amended as set forth in the document attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. Effective Date. This resolution shall be in full force and effect January 1, 2017.

PASSED by the City Council of the City of Dayton, Washington on this _____ day of October, 2016

City of Dayton

By: Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

10. Utility Charges – Billing and Collection:

a) Water disconnection (turn-off) charges

- i. *Voluntary \$ 20.00
- ii. **Involuntary \$ 35.00
- iii. After hours (after 4:30 p.m.) \$ 75.00

b) Water reconnection (turn-on) charges

- i. *Voluntary \$ 20.00
- ii. After hours \$ 75.00

*Voluntary disconnection or connection – Scheduled turn-on/turn-off between customer and City.
 ** Involuntary disconnection – Turn-off was due to non-payment of monthly utility fees.

c) Water Rates:

- i. Base Monthly Rate for first 800 cubic feet or less of water usage per month (based on size of water meter) is as follows:

Basic Rates	Inside City Limits	Outside City Limits	Water Meter Surcharge
1¼" or less	\$37.00	\$51.10	\$.00
1½"—2"	\$37.00	\$51.10	\$25.00
3"	\$37.00	\$51.10	\$50.00
4"	\$37.00	\$51.10	\$75.00
6"	\$37.00	\$51.10	\$150.00

- ii. Water Usage Fee. In addition to the minimum monthly base water rates set out in Section 11 (c)(i), there shall be a per cubic foot water usage fee applied that shall be based on the volume of water usage in excess of 800 cubic feet as follows:

Per Cubic Foot of Water Consumption	Inside City Limits	Outside City Limits
	Per Cubic Foot	
801—50,000 cubic feet consumption	\$0.00772	\$0.00882
50,001—100,000 cubic feet consumption	\$0.00849	\$0.00959
Over 100,000 cubic feet consumption	\$0.00882	\$0.00992

d) Sewer Rates:

i. Base Monthly Rate Charge for the following Character Sewer Users is as follows:

CHARACTER OF USER	RATES PER UNIT
Residence within the city limits	\$ 52.40
Residence outside the city limits	\$ 81.65
Apartment houses (per apartment)	\$ 52.40
Hotels and motels (per room)	\$ 18.50
Temporary Travel Trailers or Recreational Vehicles (each) in established RV Park	\$ 19.00
Schools	\$497.40
Privately owned canneries	\$573.95
Service stations and garages	\$ 67.10
Laundries, dry cleaning, creameries	\$ 67.10
Self-service laundry	\$ 96.90
Restaurants	\$101.25
Lunch counters	\$101.25
Taverns, pool halls	\$ 67.10
Clubs, cocktail lounges	\$ 67.10
Churches	\$ 26.35
Hospitals	\$471.80
Nursing Homes	\$141.40
Greywater Treatment (cost per gallon)	\$ 0.07
All other unclassified users and/or premises	\$ 52.40

Section 10, amended 12/05/2016, Resolution No. 1298

11. Public Works - Sewer (Wastewater) System Fees:

a) New Connection to the Sewer (Wastewater) System

- i. Application Fee: \$ 50.00
- ii. Permit Review Actual costs for professional services, including, but not limited to: engineering, land surveying and legal services
- iii. Installation/Connection of Sewer Service : Actual cost of installation including, but not limited to: supplies, equipment, and labor costs including benefit charges, Capital Facility Charges, and, if

Agenda Item No. 7(A)



Washington State Transportation Improvement Board

TIB Members

Commissioner Richard Stevens, Chair
Grant County

Mayor Patty Ient, Vice Chair
City of Bremerton

Jim Albert
Office of Financial Management

Jeff carpenter, P.E.
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Wendy Clark-Getzin, P.E.
Cullam Transit

Gary Ekstedt, P.E.
Yakima County

Commissioner Terri Jeffreys
Mason County

Mayor Glenn Johnson
City of Pullman

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Sultan

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Maple Valley

David Ramsay
Feet First

Amy Scarton
WSDOT

Martin Snell
Clark County

Jay Weber
County Road Administration Board

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

November 18, 2016

The Honorable Craig George
Mayor
City of Dayton
111 South First
Dayton, WA 99328-1306

Dear Mayor George:

Congratulations! We are pleased to announce the selection of your project, W Main St (SR 12), N Pine St to Touchet River Bridge, TIB project number P-E-924(P01)-1.

Total TIB funds for this project are \$245,700.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 18, 2017 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or e-mail ChristaD@TIB.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Stevan E. Gorcester".

Stevan E. Gorcester
Executive Director

Enclosures

City of Dayton
P-E-924(P01)-1
W Main St (SR 12)
N Pine St to Touchet River Bridge

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Dayton
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the W Main St (SR 12), N Pine St to Touchet River Bridge (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Dayton, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$245,700 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIS.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name