

INTERLOCAL AGREEMENT FOR CHILDCARE STUDY

This **INTERLOCAL AGREEMENT FOR CHILDCARE STUDY** (the "Agreement") is made and entered effective as of the last authorized signature below, by and between the **PORT OF WHITMAN COUNTY**, a Washington municipal corporation (the "Port"), **WHITMAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 3**, a Washington municipal corporation (the "Hospital"), and the **COLFAX SCHOOL DISTRICT #300**, a Washington municipal corporation (the "School") pursuant to the authority granted under Chapter 39.34 RCW, the Interlocal Cooperation Act (the "Act"). The Port, the Hospital, and the School may be referred to in this Agreement individually as a "Party," or collectively as the "Parties."

I. RECITALS

WHEREAS, Parties acknowledge that Whitman County (the "County") is underserved by affordable childcare options, especially for infants and toddlers;

WHEREAS, the lack of affordable childcare limits the economic vitality and growth of the Port, the Hospital, the School, and businesses in the County in general, as it is difficult to recruit and retain employees without affordable childcare options in the community;

WHEREAS, Pendulum Dependent Care Solutions ("Pendulum") is a consultant experienced in studying, and developing potential solutions to, a lack of affordable childcare options;

WHEREAS, Pendulum has provided a proposal, a copy of which is attached hereto as **Exhibit A** (the "Proposal"), to the Port to conduct a feasibility study for development of a new early learning center to help address the County's unmet need for affordable childcare options (the "Services"); and

WHEREAS, the Port, the Hospital, and the School desire to work together to fund Pendulum's performance of the Services set forth in the Proposal.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual obligations and benefits herein, the Parties agree as follows:

1. **RETENTION OF PENDULUM.** The Port shall contract with Pendulum to provide the Services set forth in the Proposal. The Port's contract with Pendulum shall have a not-to-exceed limit of Thirty-Five Thousand Dollars (\$35,000.00).
2. **PAYMENT OF PENDULUM.** The Port shall pay all invoices to Pendulum as they come due and owing. After payment of any such invoice, the Port shall invoice the Hospital for fifty percent (50%) of each invoice, which the Hospital shall pay no later than thirty (30) days after receipt.

3. **GRANT PROCUREMENT.** The School shall seek out and, if possible, apply for grants to fund the Services. In the even the School successfully secures any grants for the Services, the School shall (i) if permitted by the grants, reimburse the Port and the Hospital equally for any amounts previously paid by the Port and the Hospital to Pendulum for the Services; and/or (ii) apply the grant funds to future payments due and owing to Pendulum before the Port and Hospital pay any such amounts to Pendulum. The Port and the Hospital shall reasonably cooperate with the School in seeking and applying for grants.

4. **DIRECTING PENDULUM.** The Parties shall work cooperatively to direct Pendulum's performance of the Services, including, but not limiting, attending all meetings with Pendulum regarding the Services. In the event a dispute arises amongst the Parties over direction to give Pendulum, a majority vote amongst the Parties shall decide the dispute. Each Party shall have an equal ownership interest in, and right to use, any work product, report, or other materials produced by Pendulum as part of the Services.

5. **INDEPENDENT GOVERNMENTS – NO LIABILITY.** Each Party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The Parties shall not be liable for the acts or omissions of the other Party, and/or their respective public officials, employees, or agents.

6. **TERM OF AGREEMENT.** Except as may be otherwise stated herein, the term of this Agreement shall commence upon execution by all of the Parties, and shall continue until the completion of the Services and final reimbursement of amounts due and owing to the Port and/or Hospital hereunder. In the alternative, the Parties may terminate this Agreement by way of mutual agreement, evidenced by a writing signed by all Parties.

7. **AMENDMENT.** No modification or amendment of this Agreement may be made except by a written document signed by the Parties.

8. **COUNTERPARTS AND ELECTRONIC TRANSMISSION.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

9. **GOVERNING LAW.** This Agreement, and the rights of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the Parties agree that in any such action, jurisdiction and venue shall lie exclusively in Whitman County, Washington.

10. **ADMINISTRATION.** The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement, and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

Port:	Kara Riebold 302 N Mill St. Colfax, WA 99111 E: kara@portwhitman.com
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Hospital:

HANK HANIGAN
1200 W. FAIRVIEW ST
COLFAX, WA 99111
E: hank.hanigan@whmc.org

School:

Jerry Pugh
1207 N Morton St
Colfax WA 99111
E: Jerry.Pugh@csd300.org

Any notice required by this Agreement shall be sent attention to the above-identified representatives via first class mail and electronic mail.

11. **RECORDATION OR PUBLICATION.** Upon mutual execution hereof, the Parties shall either record a copy of this Agreement with the Whitman County Auditor's Office or list the Agreement by subject on their websites or other electronically retrievable public source.

12. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.

13. **INTERPRETATION.** Each Party has participated in drafting this Agreement and has had this Agreement reviewed by legal counsel. Therefore, any language herein shall not be construed against any Party on the basis of which Party drafted the particular language.

14. **ENTIRE AGREEMENT.** This Agreement contains all of the understandings between the Parties. Each Party represents that no promises, representations, or commitments have been made by others as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a written modification to this Agreement and executed by the Parties.

IN WITNESS WHEREOF, the Parties have set their hands and signed this Agreement as of the last authorized signature below.

PORT:

PORT OF WHITMAN COUNTY

Kara Z Riebold

By: Kara Riebold
Its: Executive Director
Date: 9/18/2025

HOSPITAL:

WHITMAN COUNTY PUBLIC HOSPITAL
DISTRICT NO. 3

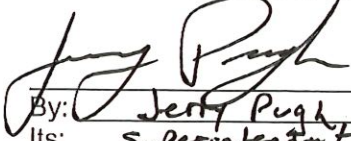
Hank Hanigan

By: Hank Hanigan
Its: CEO
Date: 9-18-25

*** Additional Signature on Subsequent Page ***

SCHOOL:

COLFAX SCHOOL DISTRICT #300


By: Jerry Pugh
Its: Superintendent
Date: 10/13/25