

**LEAD FISCAL AGENT INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE PORT OF WHITMAN COUNTY
AND
THE PALOUSE REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

This **LEAD FISCAL AGENT INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is made and entered into this 1st date of July, 2024, by and between, the **PORT OF WHITMAN COUNTY**, a Washington municipal corporation (the "Port"), and the **PALOUSE REGIONAL TRANSPORTATION PLANNING ORGANIZATION**, a State of Washington governmental entity ("Palouse RTPO"). The Port and Palouse RTPO are referred to collectively as the "Parties," and individually as "Party."

I. RECITALS

WHEREAS, the Port constitutes a public agency as defined in RCW 39.34.020(1);

WHEREAS, the Palouse RTPO is a regional transportation planning organization organized under Chapter 47.80 RCW and constitutes a public agency as defined in RCW 39.34.020(1);

WHEREAS, the Palouse RTPO requires bookkeeping and related services;

WHEREAS, the Port has employees capable of performing bookkeeping and related services;

WHEREAS, the Parties find it mutually beneficial to enter into this Agreement pursuant to Chapter 39.04 RCW; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 RCW, to enter into interlocal agreements which allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

1. **PORT SERVICES.** The Port shall provide the following services to Palouse RTPO under this Agreement:

1.1 **Palouse RTPO Staff Employment.** The Port shall employ all Palouse RTPO staff (the "Staff"); however, the Staff shall perform all of their work for Palouse RTPO at Palouse RTPO's offices. Palouse RTPO's Policy Board and/or Palouse RTPO's Executive Committee (the "Executive Committee") shall have sole authority to direct the Staff's work and institute any and all employment changes including, but not limited to, hiring, terminating, advancing, and increasing salaries for the Staff pursuant to Palouse RTPO's policies and procedures. The Palouse RTPO shall be entitled to establish a title for its Staff.

1.2 **Separate Fund.** The Port will establish a separate fund with the County Treasurer designated for the Palouse RTPO (the "Fund"). The Port will deposit any and all monies sent to the Port by, or on behalf of, the Palouse RTPO into the Fund. The Fund shall be used solely and exclusively to pay Palouse RTPO liabilities including, but not limited to, those liabilities owed to the Port hereunder. Without limiting the generality of the foregoing, the Port

shall be entitled to utilize the Fund to pay the Port any and all fully loaded employment costs incurred by the Port as employer of the Staff (the "Staff Costs"). The Port shall be entitled to transfer the Staff Costs from the Fund to the Port prior to issuing payroll to the Staff.

1.3 **Bookkeeping.** The Port will provide various bookkeeping services for the Palouse RTPO under the direction of the Palouse RTPO's director (the "Director") including, but not limited to: (i) tracking payables and receivables; (ii) paying approved invoices; (iii) assisting in annual financial reports; (iv) requesting reimbursements if needed from WSDOT and/or other granting agencies; (v) balancing and reconciling financial accounts and statements; (vi) preparing monthly financial reports for the Director; (vii) preparing, processing, and tracking funding agency reimbursement requests; (viii) assisting the Director in preparing an annual budget for review and approval by the Palouse RTPO policy board (the "Policy Board") before July 1 of each year or biennium; and (ix) other reasonably required audit and accounting duties.

2. **COMPENSATION.** As compensation for the Port's services to the Palouse RTPO herein, the Palouse RTPO shall pay the Port five percent (5%) of Palouse RTPO's total annual income, including any and all grant funds received by the Palouse RTPO (the "Fee"); however, any grant received by Palouse RTPO totaling less than Two Thousand Dollars (\$2,000.00) shall not count towards Palouse RTPO's total annual income for purposes of calculating the Fee. Unless the Parties agree to more frequent payments in writing, the Port shall be entitled to payment for its services on the first (1st) day of each quarter of the calendar year (i.e., January 1, April 1, July 1, and October 1) (each a "Payment Date"). On each Payment Date, the Port shall be entitled to withdraw the Fee from the Fund, in which Fee shall be calculated on the total income received by Palouse RTPO during the prior quarter. The Port shall provide a written report to Palouse RTPO detailing the Fee withdrawn from the Fund at least three (3) days prior to withdrawing the same.

3. **TERM.** This Agreement shall commence on July 1, 2024, and shall continue in full force and effect until December 31, 2025. This Agreement shall automatically renew for successive one (1) year periods unless terminated by a Party hereunder. This Agreement may be terminated by either Party upon not less than sixty (60) days' written notice to the other Party.

4. **DEFENSE AND INDEMNIFICATION PALOUSE RTPO.** To the extent permitted by law, Palouse RTPO shall defend, indemnify, and hold harmless the Port and its officials, employees, agents, successors, designees, and assigns, from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, costs, expenses, including attorneys' fees, arising out of or in connection with the services or work performed by the Staff; provided, however, that this defense and indemnification shall not apply to any claims or causes of action to the extent that the damages were caused by the negligent or wrongful conduct of the Port.

5. **NOTICES.** All notices, demands, requests, consents, and approvals which may or are required to be given by any Party to any other Party hereunder shall be in writing, and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested and postage prepaid, to:

Port: Port of Whitman County
Attn: Kara Riebold
302 N. Mill St.
Colfax, WA 99111

Palouse RTPPO: Palouse Regional Transportation Planning Organization
Attn: Rebecca Couch
1610 NE Eastgate Blvd. #401
Pullman, WA 99163

or to such other address as any Party hereto may, from time to time, designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

6. **RECORDING.** A copy of this Agreement shall be filed with the Whitman County Auditor or posted on the website of any Party upon execution.

7. **INDEPENDENT MUNICIPAL GOVERNMENTS.** The Parties hereto are independent governmental entities. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties.

8. **NEUTRAL AUTHORSHIP.** Each Party represents and warrants that it has retained legal counsel to assist them in the preparation of this Agreement, and the exhibits attached hereto. Each of the provisions of this Agreement, and the exhibits attached hereto, have been reviewed and negotiated, and represent the combined work product of the Parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

9. **DISPUTE RESOLUTION.** The Parties will first submit any dispute to mediation as a condition precedent to litigation. Each Party expressly waives the right to a trial by jury. Any dispute related hereto shall be brought solely and exclusively in Whitman County Superior Court.

10. **NO WAIVER.** No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, or any other covenant, agreement, term, or condition. Either Party hereto, by notice, and only by notice as provided herein, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of the other Party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

11. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. **SURVIVABILITY.** All covenants, promises, provisions, and performances of this Agreement which are not fully performed as of the date of termination shall survive termination of this Agreement as binding obligations.

13. **ENTIRE AGREEMENT.** The entire agreement between the Parties is contained in this Agreement, and this Agreement supersedes all of the Parties' previous understandings and agreements, written or oral, with respect to this transaction. This Agreement may only be amended by a written modification signed by all Parties.

14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Any Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to any other Party that requests such original counterpart.

PORT OF WHITMAN COUNTY

**PALOUSE REGIONAL TRANSPORTATION
PLANNING ORGANIZATION**





By: Kara Riebold

By: Rebecca Couch

Its: Executive Director

Its: Director

Date: 6/21/2024

Date: 7/1/2024