

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON and
STEVENSON COMMUNITY POOL DISTRICT**

FOR A \$40,000 LOAN FOR THE COMMUNITY POOL

THIS AGREEMENT dated February 17, 2022, is entered into between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "CITY", and the **Stevenson Community Pool District**, a municipal corporation of the State of Washington, hereinafter referred to as "POOL DISTRICT" for City support of Pool District efforts to reopen the community swimming pool.

WHEREAS, Washington Statute RCW Ch. 39.34 provides any power or powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington having the power or powers, privilege or authority, and jointly with any public agency of any other state and any two or more public agencies may enter Agreements with one another for mutual cooperative action; and

WHEREAS, the parties hereto recognize the benefits of a community pool to area citizens, visitors, and the local economy; and

WHEREAS, the Pool District has requested a short-term loan of \$40,000 to assist with reopening and operating the community pool (owned by the Stevenson-Carson School District); and

WHEREAS, the City has budgeted \$40,000 in the 2022 General Fund expenditure budget for support of the community pool, NOW, THEREFORE, BE IT RESOLVED, that the City and the Pool District through this Interlocal Agreement pursuant to RCW 39.34.030 shall act in consideration of the terms and conditions set forth below:

1. Rate and Term of Loan.

- a. Subject to the terms and conditions set forth in this Agreement, the City agrees to loan the Pool District a sum not to exceed \$40,000.
- b. Pool District agrees to repay City or holder the sum of Forty Thousand and 00/100 dollars (\$40,000), plus interest thereon at the rate of two percent (2%) per annum, beginning on the execution of this Agreement and Promissory Note until paid in full as provided herein.
- c. The term of the loan shall not exceed two (2) years, with monthly principal and interest payments of \$1,701.61 to begin on 01/01/2023. Accrued interest of \$ 536.45 will be due and payable on or before the initial monthly payment. A final payment of the remaining unpaid principal balance plus any accrued interest is due and payable on or before the maturity date of December 31, 2024. The Pool District may prepay the principal amount or any part thereof without penalty.
- d. The loan may only be used to finance the reopening of the community pool. All financial records relating to this loan and its expenditure will be available for audit purposes by the City or state auditors upon reasonable request.

2. Borrower's Representation, Warranties and Covenants.

- a. The Pool District agrees to make, when due, all payments of any interest and/or principal in accordance with the contract.

- b. The Pool District represents and warrants that it has the legal power to enter into this contract and to exercise its rights and perform its obligations under the contract.
- c. The Pool District agrees that it will use the proceeds of the loan for the purposes of reopening and operating the Stevenson Community Pool only.
- d. The Pool District agrees that this indebtedness is a general obligation of the Pool District.
- e. The Pool District acknowledges that this Agreement shall not be construed as permitting the Pool District to exceed any public debt limitation established by statute, constitutional provision or otherwise, and the obligation created by this loan to the Pool District shall be included in the total constitutional debt obligation of the Pool District.
- f. The Pool District further agrees that this loan constitutes a full faith and credit debt obligation of the Pool District and the Pool District's obligation to repay the loan is unconditional.
- g. The Pool District agrees that nothing in this section shall absolve the Pool District of its obligation to repay the loan when due, and to adjust taxes, rates, fees, or surcharges if necessary to meet its obligations under this Agreement.
- h. The Pool District agrees that it will comply with all applicable state, federal, and local laws regulations, and requirements.

3. Loan Disbursement Provisions.

The City will reimburse the Pool District up to \$40,000 for pool maintenance and operation under this Agreement when the following terms and conditions have been met:

- a. The Pool District and City have executed this Interlocal Agreement
- b. The Pool District has submitted an invoice to the City requesting disbursement of the loan proceeds.

4. Default. Upon default by either party of any of the terms of this Agreement, the non-defaulting party may terminate the Agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder. POOL DISTRICT's obligation to repay the loan and interest, however, shall survive any claimed default on the CITY's part.

5. Termination. This Agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this Agreement. POOL DISTRICT's obligation to repay the loan and interest shall survive termination under this section.

6. Financial Records. The Pool District shall maintain financial records of all transactions related to this Agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.

7. Status of Pool District. It is hereby understood, agreed and declared that the Pool District is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this Agreement, except as may be provided herein.

8. Insurance and Liability. Pool District shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this Agreement.

Pool District further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Pool District employees, agents, contractors, subcontractors or other representatives.

9. Assignment/No Third Party Beneficiary. This Agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party. The parties designated herein are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect, or otherwise, to any other party or person unless that party or person is individually identified by name herein with the express and stated designation as an intended beneficiary of the terms of this Agreement.
10. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this Agreement, and any alterations or variation of the terms of this Agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or Agreements, written or oral, not incorporated herein.
11. Equal Opportunity and Compliance with Laws. Pool District shall not discriminate against any employee employed under this Agreement because of race, color, religion, age, sex or national origin. Further, Pool District shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this Agreement.
12. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this Agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this Agreement.
13. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
14. Certification of Authority. The undersigned certify that the persons executing this Agreement on behalf of City and Pool District have legal authority to enter into this Agreement on behalf of City and Pool District respectively and have full authority to bind City and Pool District in a valid Agreement on the terms herein.
15. Interlocal Cooperation Act Statement. This is an interlocal Agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:

- a. Duration. The term of this Agreement is February 17, 2022 to December 31, 2024.
- b. Organization. No new entity will be created to administer this Agreement.
- c. Purpose. The purpose is to support efforts by the Pool District to reopen and operate the Stevenson Ceommunity swimming pool.
- d. Manner of Financing. The parties intend to finance this Agreement through cash appropriations as set forth in their annual budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this Agreement as provided in Section 5, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- g-h. No real property is contemplated to be acquired, held, or disposed of pursuant to this Agreement. Personal property will be administered in accordance with the terms stated herein.
- h-i. Filing. Prior to its entry into force, this Agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, as duly authorized by the elected officials of each agency in regular session, the parties hereto have executed this Agreement as of the date first set forth above.

STEVENSON COMMUNITY POOL DISTRICT:

Pool District ~~Chair~~President

CITY OF STEVENSON:

Scott Anderson, Mayor

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney