

Inter-Local Agreement

Public Utility District No. 1 of Skamania County

This Agreement made and entered into this ____day of _____, by and between Public Utility District No. 1 of Skamania County, a Washington municipal corporation, hereinafter referred to as the “PUD” and the City of Stevenson a political subdivision of the State of Washington; hereinafter referred to as the “Agency”.

Witness: It is Hereby covenanted and agreed as follows:

1. The Agency requests the PUD perform rolling stock (equipment, fleet, or both) routine maintenance or provide repairs for the Agency as requested:
 - a. For maintenance, or repairs, to be performed under this Agreement, the Agency will supply the PUD with written correspondence describing the item(s) requested or a Scope of Work to the PUD’s Mechanic. The PUD reserves the right to deny or approve each request of the Agency on an individual basis.
 - b. Control of work shall be from the Agency’s Public Works Director, or an appointed staff member.
2. The Agency hereby agrees to reimburse the PUD for the cost of the work performed by the PUD, based on the actual verified cost of labor, equipment, and materials used in completing the requested work, plus all costs for fringe benefits to labor, including, but not limited to, Social Security, retirement, industrial insurance, and medical aid costs, prorated sick leave, holidays, and vacation time and group medical insurance. In addition, thereto, ten percent (10%) of the total costs shall be added for overhead costs for accounting, billing and administrative services; provided the PUD shall submit to the Agency an invoice for performed work approximately every 30 days or upon completion of each requested task, at the PUD’s discretion. The Agency shall remit payment within thirty (30) days of receipt of the invoice.
3. Each party shall maintain books, records, documents and other material as relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor’s Office. Each party shall retain all such books, records, documents and other material for the applicable retention period under federal and Washington law.
4. It is understood and agreed between the parties if either party is alleged to be negligent in its performance of this Agreement, and the actions are the direct cause of a claim, loss, demand, action, or cause of action of any nature whatsoever, the negligent party will/shall defend and hold the other party and its appointed and elective officers, agents and employees harmless from those allegations and any damages which may result. The obligation to provide indemnity shall be upon written notice of any claim. The parties further agree to hold the other harmless and to waive their respective immunities under the State Industrial Insurance Act (RCW Title 51) to the extent an employee brings a claim or suit against the other non-employer agency for injuries occurring in the workplace while performing any act under this Agreement.
5. The Agency agrees to procure and maintain in full force insurance in the sum of not less than \$1 million public liability and \$3 million property damage for each public works project; naming the PUD as a named insured. Agency will also maintain Worker’s Compensation coverage as required by the Industrial Insurance law of the

- State of Washington. Within 10 business days from this agreement's effective date, the Agency will provide proof of insurance as required under this Agreement
6. It is understood and agreed between the parties this Agreement is non-delegable and cannot be assigned, transferred or any portion subcontracted hereunder by the PUD without the prior written permission of the Agency.
 7. The PUD, in the performance of work under this Agreement shall abide by the provisions of RCW 39.34, Interlocal Cooperation Act. It is the purpose of this statute to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
 8. The term of this Agreement shall be from August 1, 2024, to December 31, 2026, except either party may terminate the Agreement upon thirty (30) days written notice given to the other party.
 9. Both parties may agree to three (3) two (2) year renewals to this Agreement, which shall be executed prior to the expiration of the Agreement by both parties.
 10. This Agreement shall be governed exclusively by the laws of the State of Washington. The venue for any disputes shall be with the Skamania County Superior Court. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation arising in contract, tort or otherwise, each party shall bear its own attorney's fees incurred in the action, arbitration or proceeding.
 11. This Agreement shall be filed or listed by subject on a public agency's website in accordance with RCW 39.34.040.
 12. The Stevenson Public Works Director shall be the Administrator for this Interlocal Agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF STEVENSON,
A Municipal Corporation,

**PUBLIC UTILITY DISTRICT NO
NO. 1 OF SKAMANIA COUNTY,**

By: _____
Mayor

By: _____
Commissioner

Attest:

By: _____
City Clerk

Commissioner

Commissioner

Approved as to form:

Approved as to form:

City of Stevenson Legal Counsel

Richard L Hughes, General Counsel