

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND THE CITY OF STEVENSON**

This agreement is entered into between Clark County (Clark) and the City of Stevenson (Stevenson) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is for Clark to provide Administrative or Engineering Services, Construction, and Maintenance services to Stevenson, and for Stevenson to provide Administrative or Engineering Services, Construction, and Maintenance services to Clark.

II. SERVICES

Clark and Stevenson shall provide labor, equipment, and materials for administrative or engineering services, construction, and maintenance of roads or facilities as requested by the other county/city and to the extent that the county/city providing the service has labor, equipment, and materials available for said service. An authorized signature from the requesting and providing departments in each respective county/city shall request and approve specific services during a calendar year in writing. The requests shall describe the services, the timing anticipated for the services, and the maximum dollar amount of the services. The total of all services provided from one county/city to the other shall not exceed \$10,000.00 per calendar year for five (5) years. Clark County's overhead rate for 2019 shall be 16.99 percent. The City of Stevenson's overhead rate for 2019 shall be 10.00 percent. These overhead rates are subject to change over the life of the agreement.

III. COMPENSATION

Clark and Stevenson agree to compensate each other's agencies actual cost for services rendered including overhead costs.

IV. ADMINISTRATION

This agreement will be administered by Clark County. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each party accepts responsibility for compliance with federal, state, or local laws and regulations.

V. INDEPENDENT CONTRACTOR

The services provided under this agreement are those of an independent contractor. Employees of Clark are and will remain employees of the Clark. Employees of Stevenson are and will remain employees of Stevenson.

VI. INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, entity, firm or corporation not a party to this contract.

VII. AMENDMENT

Clark and Stevenson may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Clark and Stevenson.

VIII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. The venue for any dispute related to this Agreement shall be in the City of Stevenson if the services are received in the City of Stevenson or in Clark County if the services are received in Clark County. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IX. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. In the event either of the parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs and expenses.

X. TERMINATION CLAUSE

This agreement shall continue until cancelled in writing by either party. Either party may terminate this agreement by delivering notice of termination to the other party at least ninety (90) days in advance. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

XI. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this agreement, all property purchased by Clark in furtherance of this agreement shall remain the property of Clark and all property purchased by Stevenson in furtherance of this agreement shall remain the property of Stevenson. All property shall be returned to its owner upon termination or non-renewal of this Agreement.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: Clark and Stevenson will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The decision of the Dispute Board may be appealed to the Superior Court for *de novo* review.

XIII. RECORDING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the respective county Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

XIV. TERM

This agreement will take effect upon executed, and will remain in effect for five (5) years, unless terminated as provided herein. The parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

**CLARK COUNTY BOARD OF
COMMISSIONERS**

**CITY OF STEVENSON,
A MUNICIPAL CORPORATION**

Tom Mielke, Chair

Scott Anderson, Mayor

David Madore, Commissioner

Edward Barnes, Commissioner

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CHRIS HORNE, Prosecuting Attorney

Ken Woodrich, City Attorney