

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

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

I. PURPOSE

The purpose of this agreement is for Clark County to provide administrative or engineering services, construction, and maintenance services to the City of Stevenson, and for the City of Stevenson to provide administrative or engineering services, construction, and maintenance services to Clark County.

II. SERVICES

Clark County and the City of Stevenson shall provide labor, equipment, and materials for administrative or engineering services, construction, and maintenance of roads or facilities as requested by the other party and to the extent that the party 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 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 dollar amount of all services provided from one party to the other shall not exceed \$50,000.00 per calendar year for five (5) years. Clark and City of Stevenson's overhead rates are subject to changes, so the rate that applies to the requested work will be the rate that is in effect at the time of the request.

III. COMPENSATION

Clark County and the City of Stevenson agree to compensate each other agencies for actual costs of 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 by either party are independent in nature. Employees of Clark County are and will remain employees of Clark County. Employees of the City of Stevenson are and will remain employees of the City of Stevenson. No employee of one party may assert a claim as an employee of the other party for any purpose related to the work done under this agreement.

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 Agreement. 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 Agreement, nor does it assume any responsibility for the consequences of any act or omission of any employee or agent of the other county performed pursuant to this agreement.

VII. AMENDMENT

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

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 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.

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 that may serve to bind the parties beyond or contrary to the provisions of 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 its own attorneys' fees, costs and expenses.

X. TERMINATION CLAUSE

Either party may terminate this Agreement by delivering notice of termination to the other party. Termination will be effective upon the ninetieth (90) day past the date of effective notice. If this Agreement is so terminated, the terminating party shall be liable under the terms of this Agreement only for work performed up through the effective date of termination.

XI. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this Agreement, all property purchased by Clark County in furtherance of this Agreement shall remain the property of Clark County, and all property purchased by the City of Stevenson in furtherance of this Agreement shall remain the property of the City of Stevenson. All property shall be returned immediately 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 County and the City of Stevenson will each individually appoint one member to a Dispute Board. The two appointed members will then jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the same. 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 party's Auditor or posted on the respective party's Interlocal Agreements website.

XIV. TERM

This Agreement will take effect upon proper recording or posting 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

THE CITY OF STEVENSON

By: _____
Kathleen Otto, County Manager

Scott Anderson, Mayor

Dated this ____ day of _____, 2021

Dated this ____ day of _____, 2021

Approved as to form only:

ATTEST:

By: _____
Bill Richardson
Deputy Prosecutor for the county

Clerk of the Board

Approved as to form only:

By: _____
Kenneth Woodrich, City Attorney