

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF STEVENSON, WASHINGTON
AND THE PORT OF CASCADE LOCKS, OREGON

This agreement is made and entered into this ____ day of _____, 2022, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington (the “City”), and the PORT OF CASCADE LOCKS, a special district of the State of Oregon.

Witness:

WHEREAS, RCW 39.34.010(1) provides any public agency in this state may contract with any other public agency in this state or another state for the mutual benefit of the agencies, provided each state authorizes such cooperative agreements; and

WHEREAS, ORS 190.420(1) provides that any public agency in another state may exercise and jointly enjoy any powers, privileges, or authority that is exercised or capable of exercise by a public agency in the State of Oregon, to the extent that the laws of the other state permit such joint exercise or enjoyment; and

WHEREAS, ORS 190.420(2) provides that public agencies from Oregon and public agencies from another state may enter into an agreement with one another for joint or cooperative action, provided that such action is recorded by ordinance, resolution, or in other lawful manner by the governing bodies of the participating public agencies; and

WHEREAS, the City of Stevenson is a public agency and municipal corporation of the State of Washington, and the Port of Cascade Locks is a public agency and special district of the State of Oregon; and

NOW THEREFORE, the parties hereby covenant and agree as follows:

1. The City shall perform Facilities Maintenance services for the Port, according to the reimbursement structure found in Schedule A of this agreement.
 - a. Facilities Maintenance services shall include: landscaping maintenance, servicing cruise ships, collection and disposing of garbage, maintaining bathrooms. Facilities Maintenance services may also include: set up and clean up of events, cleaning of other port facilities, and related services. Any other services that the Port of Cascade Locks may require shall be made by request to the City Administrator.
 - b. The City shall provide up to 20 hours of service per week for the Port of Cascade Locks, and may include weekends during the summer season. The schedule of time and days for the services to be performed shall be set from time to time by the Port of Cascade Locks Operations Manager and the Stevenson Public Works Director:

City Public Works Director
(509) 427-5970

carolyn@ci.stevenson.wa.us

Operations Manager
(541) 374-8619

jblue@portofcascadelocks.org

- c. The City shall reference this Interlocal Agreement and determine reimbursements owed by the Port of Cascade Locks as detailed in Section 2.
2. The City's hourly rate under Schedule A may be updated annually by the City Administrator, upon at least 40 days' prior written notice to the Port of Cascade Locks, provided the rate is based on the actual cost of labor, equipment, rental, engineering, and materials used in completing the requested work. The labor rate will include costs for fringe benefits to labor, including, but not limited to: Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays, and vacation time and group medical insurance.
3. Each party shall indemnify, defend, and hold harmless the other party, its officers, employees, agents, volunteers, and contractors, from and against all claims, suits, losses, damages, liabilities, costs, expenses, or actions, including reasonable attorneys' fees, arising from the performance of this contract, to the extent that such liabilities are found to be caused by the negligence or willful misconduct of the indemnifying party. If the Port of Cascade Locks is the indemnifying party, its obligations shall be subject to the limitations set forth in the Oregon Constitution and the Oregon Tort Claims Act. It is further specifically and expressly understood that, to the extent that an employee brings a claim or suit against the non-employer agency for injuries occurring in the workplace under this contract, the indemnification provided herein constitutes a respective waiver of immunity, by both Parties, under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. It is understood and agreed between the parties that this contract cannot be assigned or transferred, nor any portion subcontracted hereunder by the City without the prior written permission of the Port of Cascade Locks.
4. The City, in performance of work under this contract shall abide by the provisions of RCW 39.34.030 and ORS 190.420 Interlocal Cooperation Acts of Washington and Oregon, respectively. In furtherance thereof, the parties state as follows:
 - a. Duration. The duration shall be as set forth in paragraph 6, below, or as otherwise agreed to by the parties pursuant to this Agreement.
 - b. Organization. No new entity will be created to administer this agreement.
 - c. Purpose. The purpose is to enable the Port of Cascade Locks to utilize Facilities Maintenance services provided by the City.
 - d. Manner of Financing. The Port of Cascade Locks intends to finance this agreement through allocations between General Fund revenue and enterprise funds as determined by the General Manager.
 - e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 6, below.
 - f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
 - g. Selection of Administrator. For the City, the City Administrator shall be the administrator of this agreement. For the Port of Cascade Locks, the General Manager shall be the administrator of this agreement.
 - h. Manner of Acquiring Property. This Agreement will not result in the acquisition of any property.

5. The term of this agreement shall be from the date of execution until December 31, 2024, except that thirty (30) days' written notice of early termination may be provided by either party, which shall terminate the agreement upon the date listed in the notice.

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

CITY OF STEVENSON
WASHINGTON

Mayor

PORT OF CASCADE LOCKS
OREGON

ATTEST:

Port Commission President

City Clerk

APPROVED AS TO FORM:

By:
Cable Huston LLP
Port of Cascade Locks Attorney

Kenneth B. Woodrich, PC
City Attorney

SCHEDULE A
REIMBURSEMENT STRUCTURE

Hourly Rate: \$37.49