

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

This agreement made and entered into this ____ day of _____, 2022, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter sometimes referred to as “the City”, and PORT OF SKAMANIA, a municipal corporation of the State of Washington, and PORT OF CASCADE LOCKS, a public corporation 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, the City of Stevenson and Port of Skamania County are municipal corporations of the state of Washington, and the Port of Cascade Locks is a public corporation of the State of Oregon, and

WHEREAS, RCW 39.34.010 and ORS 190.420 each authorize public entities to enter into interlocal agreements with another state,

NOW THEREFORE The parties hereby covenant and agree as follows:

1. The Port of Cascade Locks and the Port of Skamania request that the City perform Facilities Maintenance services for the Ports according to the reimbursement structure found in Schedule A of this agreement.
 - a. Facilities Maintenance services include, but is not limited to, landscaping maintenance, servicing cruise ships, collection and disposing of garbage, maintaining bathrooms, and related services.
 - b. The work schedule during daylight saving time for Facilities Maintenance services shall be as follows:
 - i. Saturday and Sunday, 8 hours each day for the Port of Skamania
 - ii. Monday, 8 hours for the Port of Cascade Locks
 - c. The work schedule outside of daylight-saving time for Facilities Maintenance services shall be as follows:
 - i. Monday, 8 hours for the Port of Cascade Locks
 - ii. Tuesday and Wednesday, 8 hours each day for the Port of Skamania
 - d. Requests for changes to the schedule above are made by contacting the Public Works Director at (509) 427-5970 or carolyn@ci.stevenson.wa.us.
 - e. Any other services that the Port of Cascade Locks or Port of Skamania may require shall be addressed to the City Administrator.
 - f. The City shall reference this Interlocal Agreement and determine reimbursements owed by the Port of Cascade Locks or Port of Skamania as detailed in Section 2.
2. The City’s hourly rate under Schedule A may be updated annually by the City Administrator, 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. It is understood and agreed between the parties hereto that if either party is alleged to be negligent in its performance of this agreement, and those allegations result in a claim, loss, demand, action, or cause of action of any nature whatsoever, that party will defend and hold the other harmless from those allegations and any damages that may result. The parties further agree and have negotiated to hold the other harmless and to waive their respective immunities under the State Industrial Insurance Act (RCW Title 51) and to waive any similar immunity protection in the State of Oregon to the extent that an employee brings a claim or suit against the other non-employer agency for injuries occurring in the workplace while performing this act.
4. It is understood and agreed between the parties that this contract cannot be assigned, transferred or any portion subcontracted hereunder by the City without the prior written permission of the Port of Skamania and the Port of Cascade Locks.
5. 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 Skamania and the Port of Cascade Locks to utilize Facilities Maintenance services provided by the City of Stevenson.
 - d. Manner of Financing. The Port of Cascade Locks and the Port of Skamania intend to finance this agreement through allocations between General Fund revenue and enterprise funds as determined by their respective Executive Directors.
 - 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. The City Administrator shall be the Administrator for this Interlocal Agreement.
 - h. Manner of Acquiring Property. This Agreement will not result in the acquisition of any property.
6. The term of this agreement shall be from the date of execution until December 31st, 2024, except that thirty (30) days written notice may be given to terminate the agreement by either party.

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

PORT OF SKAMANIA
WASHINGTON

CITY OF STEVENSON
STEVENSON, WASHINGTON

Executive Director

Mayor

PORT OF CASCADE LOCKS
OREGON

ATTEST:

Executive Director

City Clerk

APPROVED AS TO FORM:

By:
Port of Cascade Locks Attorney

Kenneth B. Woodrich, PC
City Attorney

SCHEDULE A-REIMBURSEMENT STRUCTURE

[To be included as independent attachment]