

CLARK COUNTY  
STAFF REPORT



DEPARTMENT/DIVISION: Department of Public Works / Transportation Program

DATE: September 9, 2014

REQUEST: Approve an Interlocal Agreement with Skamania County (in an amount not to exceed \$50,000 per year for five years) and authorize the Public Works Director to sign any Related Work Order Authorizations, under which Clark County will provide pavement striping services in Skamania County.

CHECK ONE:  Consent  Chief Administrative Officer  Hearing

**PUBLIC WORKS GOALS:**

- Provide safe and efficient transportation systems within Clark County
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a desirable quality of life
- Improve environmental stewardship and protection of natural resources
- Increase partnerships and foster an engaged, informed community
- Make Public Works a great place to work

**BACKGROUND:** Presently, Clark County's pavement striping team has excess capacity to perform long-line roadway striping. At the same time, Skamania County has insufficient capacity and is in need of these roadway striping services. In response to this situation, Skamania County has requested that Clark County provide those services through the adoption of an interlocal agreement between the parties. Note that in the event of competing work needs, Clark County's work will be given higher priority. The term of the agreement will be 5 years.

**COMMUNITY OUTREACH:** None

**BUDGET AND POLICY IMPLICATIONS:** The maximum dollar amount of the work to be performed under this agreement will be \$50,000 per year for five years. And Clark County will be fully reimbursed for all costs incurred when working in Skamania County. There is current budget for 2014 and the next biennium.

**FISCAL IMPACTS:**  Yes (See Attached Fiscal Impacts Form)  No

**ACTION REQUESTED:** Approve an interlocal agreement with Skamania County (in an amount not to exceed \$50,000 per year for five years) and authorize the Public Works Director to sign related work order authorizations, under which Clark County will provide pavement striping services in Skamania County.

**DISTRIBUTION:** Please return both of the originally signed copies of the agreement to the Department of Public Works, Traffic Engineering/Operations Section, Attn. Matt Griswold. Also provide Public Works with a copy of the approved Staff Report indicating the Board's action.

\_\_\_\_\_  
Carolyn Heniges, Transportation Manager

APPROVED:   
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

  
Heath H. Henderson, P.E.  
Public Works Director/County Engineer

DATE: 9/9/14  
SR#: 203-14

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PW 14-091

# FISCAL IMPACT ATTACHMENT

## Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Skamania County is in need of Clark County's assistance with pavement striping. Skamania County will fully reimburse Clark County for all services rendered including overhead costs. There is current budget for 2014 and the next biennium.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
1012/Road Fund	50,000	50,000	100,000	100,000	100,000	100,000
Total:	50,000	50,000	100,000	100,000	100,000	100,000

II.A - Describe the type of revenue (grant, fees, etc.)

The revenue for this will come from Skamania County.

## Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		Road Fund	Total	Road Fund	Total	Road Fund	Total
1012 / Road Fund	0	\$50,000	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000
Total:		\$50,000	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
Salary/Benefits	\$33,500	\$33,500	\$67,000	\$67,000	\$67,000	\$67,000
Contractual						
Supplies						
Travel						
Other controllables	\$16,500	\$16,500	\$33,000	\$33,000	\$33,000	\$33,000
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$50,000	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000

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PW 1442

**INTERLOCAL AGREEMENT BETWEEN  
CLARK COUNTY AND SKAMANIA COUNTY**

This agreement is entered into between Clark County (Clark) and Skamania County (Skamania) 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 Skamania, and for Skamania to provide Administrative or Engineering Services, Construction, and Maintenance services to Clark.

**II. SERVICES**

Clark and Skamania shall provide labor, equipment, and materials for administrative or engineering services, construction, and maintenance of roads or facilities as requested by the other county and to the extent that the county 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 of all services provided from one county to the other shall not exceed \$50,000.00 per calendar year for five (5) years. Clark County's overhead rate for 2014 shall be 16.69 percent. Skamania County's overhead rate for 2014 shall be 16.90 percent. These overhead rates are subject to change over the life of the agreement.

**III. COMPENSATION**

Clark and Skamania 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 Skamania are and will remain employees of Skamania.

**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 Skamania 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 Skamania.

**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 Skamania County if the services are received in Skamania County 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 Skamania in furtherance of this agreement shall remain the property of Skamania. 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 Skamania 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 posted on the respective county's Interlocal Agreements website.

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**

\_\_\_\_\_  
Tom Mielke, Chair

*DMK*

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David Madore, Commissioner

*Edward Barnes*

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Edward Barnes, Commissioner

Dated this 9<sup>th</sup> day of September, 2014

ATTEST:

*Rebecca Gilton*  
\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

CHRIS HORN, Prosecuting Attorney

*Chris Horn*  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

**SKAMANAI COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chris Brong, Chairman

*Chris Brong*

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Doug McKenzie, Commissioner

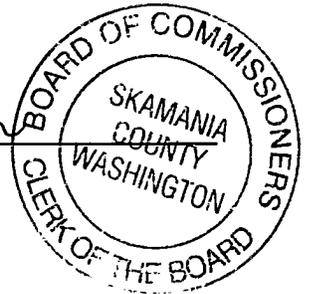
*Bob Anderson*

\_\_\_\_\_  
Bob Anderson, Commissioner

Dated this 12<sup>th</sup> day of August, 2014

ATTEST:

*Pamela Johnson*  
\_\_\_\_\_  
Clerk of the Board



APPROVED AS TO FORM:

Adam Kick, Prosecuting Attorney

*Adam Kick*  
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Civil Deputy Prosecuting Attorney