



**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Department of Public Works / Transportation Program

DATE: July 15, 2014

REQUEST: Approve an Interlocal Agreement with Cowlitz County (in an amount not to exceed \$100,000 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 Cowlitz County.

CHECK ONE: X 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, Cowlitz County has insufficient capacity and is in need of these roadway striping services. In response to this situation, Cowlitz 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 \$100,000. And Clark County will be fully reimbursed for all costs incurred when working in Cowlitz County.

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

ACTION REQUESTED: Approve an interlocal agreement with Cowlitz County (in an amount not to exceed \$100,000 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 Cowlitz 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.

Steven C. Schulte
Steven C. Schulte, Transportation Manager

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

APPROVED: Tom Melke
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

DATE: 7/15/14

SR#: 151-14

PW 14-074

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.

Cowlitz County is in need of Clark County's assistance with pavement striping. Cowlitz County will fully reimburse Clark County for all services rendered including overhead costs.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	1012	Total	1012	Total	1012	Total
1012/Road Fund	100,000	100,000	200,000	200,000	200,000	200,000
Total:	100,000	100,000	200,000	200,000	200,000	200,000

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

The revenue for this will come from Cowlitz County.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		1012	Total	1012	Total	1012	Total
1012 / Road Fund	0	\$100,000	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000
Total:		\$100,000	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000

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	\$67,000	\$67,000	\$134,000	\$134,000	\$134,000	\$134,000
Contractual						
Supplies						
Travel						
Other controllables	\$33,000	\$33,000	\$66,000	\$66,000	\$66,000	\$66,000
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$100,000	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000

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**INTERLOCAL AGREEMENT BETWEEN
COWLITZ COUNTY AND CLARK COUNTY**

PW 1422

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

I. PURPOSE

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

II. SERVICES

Cowlitz and Clark 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 \$100,000.00 per calendar year for five (5) years. Clark County's overhead rate for 2014 shall be 16.69 percent. Cowlitz County's overhead rate for 2014 shall be 17.88 percent.

III. COMPENSATION

Cowlitz and Clark agree to compensate the other county at County's actual cost for services rendered including overhead costs.

IV. ADMINISTRATION

This agreement will be administered by Cowlitz 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.

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

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

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

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 Clark County if the services are received in Clark County or in Cowlitz County if the services are received in Cowlitz 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 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 Cowlitz in furtherance of this agreement shall remain the property of Cowlitz and all property purchased by Clark in furtherance of this agreement shall remain the property of Clark. 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: Cowlitz and Clark 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.

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**



Tom Mielke, Chair

David Madore, Commissioner

Edward L. Barnes, Commissioner

Dated this 15th day of July, 2014

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:
ANTHONY GOLIK, Prosecuting Attorney



Civil Deputy Prosecuting Attorney

**COWLITZ COUNTY BOARD OF
COMMISSIONERS**

Michael A. Karnofski, Chairman

James R. Misner, Commissioner

Dennis P. Weber, Commissioner

Dated this ___ day of _____, 2014

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:
SUSAN I. BAUR, Prosecuting Attorney

Civil Deputy Prosecuting Attorney

INDIVIDUAL REQUEST FOR REIMBURSABLE WORK

by
CLARK COUNTY, WASHINGTON
for
COWLITZ COUNTY, WASHINGTON

REQUEST: It is requested that the following work be performed by Clark County on a reimbursable basis:

Desired completion date: _____

Total not to exceed: \$ _____

The above described work will be accomplished under the terms and conditions of the INTERLOCAL AGREEMENT BETWEEN COWLITZ COUNTY AND CLARK COUNTY to provide administrative or engineering services, construction, and maintenance services executed on _____.

Cowlitz County further agrees to provide all necessary easements, permits and rights-of-way to accomplish the work.

COWLITZ COUNTY

Authorized Signature

Date Approved

Printed Name

Title

APPROVAL BY CLARK COUNTY:

Authorized Signature

Date Approved

Printed Name

Title