

**INTERLOCAL AGREEMENT BETWEEN CITY OF STEVENSON AND
SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT NO. 1 FOR
MAINTENANCE OF PREEMPTIVE WARNING SIGNS**

THIS AGREEMENT made and entered into this 16th day of February, 2017, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT NO. 1, a municipal corporation of the State of Washington, hereinafter referred to as “EMS”.

WHEREAS, City Council of the City of Stevenson, Washington, has decided to remove the east-west stop signs from the intersection of First Street and Russell Avenue;

WHEREAS, the EMS Superintendent / Chief has requested the City mitigate possible increased traffic speed on 1st Street following removal of the stop signs by installing preemptive warning signs to notify motorists they are approaching an EMS facility;

WHEREAS, City has agreed to purchase and install preemptive warning signs west of the EMS building and east of Stevenson Fire Hall subject to EMS and the Stevenson Fire Department agreeing to maintain and service the signs;

NOW, THEREFORE, City and EMS, having considered the matters set forth above, and for and in consideration of the mutual benefits to be derived by them, agree as follows:

1. The City shall: Purchase and install preemptive warning signs west of the EMS building and east of the Stevenson Fire hall to warn motorists they are approaching emergency facilities. These two signs will operate as one integrated system to be activated by EMS or the Stevenson Fire Department.
2. EMS shall: Maintain and service the preemptive warning signs and activation devices in coordination with Stevenson Fire Department. All repair and maintenance costs to be shared equally between EMS and the Stevenson Fire Department.
3. Completion: Preemptive warning signs to be installed by City on or before February 28, 2017. EMS to maintain and service the signs and activation devices, in coordination with Stevenson Fire Department, until such time as this contract is terminated in accordance with section 7 of this agreement.
4. Term: The term of this agreement shall be for a period of fifty (50) years from the date of this agreement first appearing above, unless terminated earlier by either party in accordance with section 7 of this agreement.
5. Consideration: Consideration for agreeing to the terms of the agreement shall be the mutual promises contained herein and the expectation of increased safety for 1st Street motorists and EMS personnel.
6. Payment: No payment between the parties is required for this Agreement.
7. Termination and Waiver: Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

Either party may further terminate this agreement by providing not fewer than thirty (30) days prior written notice to the other of its intent to terminate this agreement.

8. Financial Records: City and EMS shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or Federal Auditors.
9. Status of the EMS: It is hereby understood, agreed and declared that EMS is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
10. Liability: EMS shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement. This provision, however, shall in not in any way create liability where it is otherwise limited or eliminated under RCW Ch. 4.24 or elsewhere.
11. Assignment: This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
12. Completeness of Agreement and Modification: This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreement, written or oral, not incorporated herein.
13. Equal Opportunity and compliance With Laws: EMS shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, EMS shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
14. Governing Law and Venue: The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that Skamania County shall be the venue for any litigation brought in relation to this agreement.
15. Costs and Attorney Fees: If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including without limitation, "reasonable attorney" costs and fees and the failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees.
16. Certification of Authority: The parties hereby certify that the persons executing this agreement on behalf of City and EMS have legal authority to enter into this agreement on behalf of City and EMS, and are able to bind City and EMS in a valid agreement on the terms herein.

17. Interlocal Cooperation Act Statement

This is an interlocal agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:

- a. Duration. The term of this agreement is set forth in Section 4, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to install and maintain preemptive warning signs east and west of the EMS building.
- d. Manner of Financing. The parties intend to finance this agreement through cash appropriations as set forth in their annual budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 7, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON

SKAMANIA COUNTY PUBLIC HOSPITAL
DISTRICT NO. 1

Frank Cox, Mayor

Commission Chair

ATTEST

Nick Hogan, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney