

## INTERLOCAL COOPERATIVE AGREEMENT

**Between  
PACIFIC COUNTY, WASHINGTON  
And The  
WAHKIAKUM COUNTY, WASHINGTON**

This AGREEMENT is made and entered into this 14<sup>th</sup> day of April, 2020, between Pacific County ("PACIFIC") a political subdivision of the State of Washington, and Wahkiakum County ("WAHKIAKUM") a political subdivision of the State of Washington.

**WHEREAS**, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes Intergovernmental agencies to execute cooperation agreements for the purpose of providing services and facilities for the benefit of the public and participating agencies; and

**WHEREAS**, the County Engineer position in PACIFIC became vacant on March 31, 2020; and

**WHEREAS**, there is currently no licensed Professional Engineer on the PACIFIC staff to provide the services of a professional engineer to serve as the County Engineer as required by Chapter 36.80 RCW; and

**WHEREAS**, WAC 136-12 outlines the procedures for using an Acting County Engineer who is an unlicensed professional civil engineer for the functions of the office not requiring a professional civil engineer; and

**WHEREAS**, designating a licensed professional civil engineer to perform all professional civil engineering functions during the interim period is required by Chapter 18.43 RCW;

**WHEREAS**, RCW 36.80.010 allows a county to contract with another county for the engineering services of a county road engineer; and

**NOW, THEREFORE**, in consideration of the benefit of this agreement, the parties agree as follows:

1. **PURPOSE**

To obtain the services of an interim County Engineer.

2. **DUTIES**

PACIFIC agrees to designate, by resolution, an Acting County Engineer from their current staff to perform all functions of the office not requiring a professional civil engineer.

WAHKIAKUM agrees to provide staff who are registered as a professional civil engineer to perform all civil engineering functions as required by Chapter 18.43 RCW, as the professional civil engineer, pursuant to WAC 136-12-030, and gives PACIFIC the authorization to use said staff, until the Pacific County Engineer position is filled by a professional civil engineer in a full-time capacity or the term of this agreement expires.

3. **EMPLOYMENT RELATIONSHIPS**

The staff will remain the exclusive employees of WAHKIAKUM and shall not be deemed to be employees of PACIFIC. WAHKIAKUM shall bear responsibility for all salary or wage arrangements and benefits for the staff. No officer, employee or agent of WAHKIAKUM shall make any claim, demand, or application to or for any right or privilege applicable to an officer, employee or agent of PACIFIC. Nothing contained herein shall in any way jeopardize the Engineer's right to all benefits to which WAHKIAKUM non-union exempt employees are entitled at the effective date of this Agreement. All such benefits shall be incorporated within the terms and conditions of this Agreement as if they had been fully set forth herein. All other benefits to which WAHKIAKUM non-union exempt employees may become entitled during the term of this Agreement shall likewise become incorporated within the terms and conditions of this Agreement.

PACIFIC agrees to pay for the statutorily required bond for the position of Pacific County Engineer independently, and indemnify and hold harmless the Engineer from any claims, demands, suits, judgments, and personal liability of any kind brought by another party which arise either directly or indirectly out of the good faith discharge of his duties and within the scope of his employment. This indemnification and hold harmless shall continue after the termination of the Engineer's employment but only insofar as it relates back to claims arising out of the scope of their employment. The determination to defend the Engineer shall be made by the Wahkiakum County Prosecuting Attorney exercising reasonable discretion.

4. **EXPENSES**

PACIFIC shall reimburse WAHKIAKUM for all costs associated with the providing of engineering services, including but not limited to labor, equipment, travel and supplies necessary to complete the said work.

5. **TERM**

The terms of this Agreement shall expire on June 14, 2020, unless otherwise extended by mutual agreement of both parties in writing. Total length of agreement, regardless of extensions, shall not exceed October 14, 2020.

6. **HOURS OF WORK**

The Engineer's daily and weekly work schedule shall vary in accordance with the work to be performed, including such time as may be necessary outside normal office hours. Provided, however, that hour and workweek decisions that could render a loaned engineering employee eligible for overtime, flex time, or a change in employment status, are to be made by Wahkiakum County in the exercise of its reasonable discretion.

7. **MODIFICATION AND TERMINATION**

This agreement may be modified only upon written agreement of the parties.

This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.



8. **DISPUTE RESOLUTION**

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by PACIFIC, a representative appointed by WAHKIAKUM, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

9. **THIRD PARTY BENEFICIARIES**

There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create such rights.

10. **MUTUAL INDEMNITY**

Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the Indemnifying party's acts, omissions, or performance under this Agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

11. **INSURANCE**

Pacific County shall obtain and maintain personal injury and property damage liability insurance through the Washington Counties Risk Pool. Wahkiakum County shall obtain and maintain personal injury and property damage liability insurance through the Washington Rural Counties Insurance Pool.

12. **ENTIRE AGREEMENT**

This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

13. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this AGREEMENT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. GOVERNING LAW AND VENUE


This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Wahkiakum County, Washington shall be the venue for any suit between the parties arising out of this AGREEMENT.

15. COSTS AND ATTORNEY FEES

In the event legal action is brought with respect to this Agreement the prevailing party shall be awarded its costs and attorney's fees in an amount to be determined by the Court as reasonable.

IN WITNESS WHEREOF, PACIFIC AND WAHKIAKUM Counties have executed this Agreement the date(s) so noted below.


Board of County Commissioners  
Wahkiakum County, Washington

  
Dan Cothren, Chair

  
Mike Backman, Member

Approved via phone  
Gene Strong, Member

Board of County Commissioners  
Pacific County, Washington

  
Frank Wolfe, Chair

  
Lisa Olsen, Member

  
Michael Runyon, Member

ATTEST:

 4-28-20  
Beth Johnson Date


ATTEST:

 4/14/2020  
Marie Guernsey Date  
Clerk of the Board

APPROVED AS TO FORM:  
WAHKIAKUM COUNTY

  
Prosecutor's Office 21227 WSBA#

APPROVED AS TO FORM:  
PACIFIC COUNTY

 30669  
Prosecutor's Office WSBA #