INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLVILLE AND STEVENS COUNTY COMMISSIONERS

This Interlocal Agreement is entered into this 17th day of April 2018, between the City of Colville, a Washington municipal corporation, herein after referred to as “City” and Stevens County, a Washington municipal corporation, hereinafter referred to as “County”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City prepares a financial annual report annually for the State of Washington;

WHEREAS, it is highly recommended that the City obtain an independent review of this financial annual report prior to submittal;

WHEREAS, the governing bodies of (the City and County) are authorized pursuant to RCW 39.34 to make the most efficient use of their powers by enabling them to cooperate and enter into agreement with each other;

Now, therefore, in consideration of the mutual covenants contained herein, the City and the County agree as follows:

1. The Stevens County Finance/Human Resource Director will review the City’s Financial Annual Report for the 2017 fiscal year on or before May 30, 2018.

2. The City shall pay $55.00 per hour, not to exceed seven (7) hours, for the review of the Financial Annual Report to the County.

AGREEMENT

I. This Agreement shall become effective on the date it is signed by both parties. This Agreement shall expire on May 30, 2018.

II. The County shall not have the right to assign or transfer this Agreement in any manner whatsoever. This Agreement may be terminated, before the expiration date above, by either party, by providing 30 days written notice of termination to the other party.

AMENDMENTS

This Agreement may be amended at any time by written agreement of both parties. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

HOLD HARMLESS AND INDEMNIFICATION

The City agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages regardless of whether such damage is due to the negligence of the County, or employees, for the County's review of the City's financial annual report. It is further provided that no liability shall attach to the County by reason of entering into this contract.
SEVERABILITY
If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such litigation shall be in the Superior Court of the State of Washington in and for the County of Stevens. This Agreement shall be governed by the laws of the State of Washington.

ENTIRE AGREEMENT: This written agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of this 17th day of April, 2018.

City of Colville:
Louis F. Janke, Mayor

Stevens County:
Wes McCart, District #1, Chairman
Don Dashiell, District #2, Member
Steve Parker, District #3, Member

ATTEST:
Holly Pannell, City Clerk

Steve Parker, District #3, Member 4-3-2017

Approved as to form:

McGrane & Schuerman
City Attorneys

ATTEST:
Polly Coleman
Clerk of the Board