BEFORE THE BOARD OF STEVENS COUNTY COMMISSIONERS

IN THE MATTER OF AN INTERLOCAL AGREEMENT WITH THE CITY OF COLVILLE

RESOLUTION No. 52-2019

INTERLOCAL AGREEMENT WITH THE CITY OF COLVILLE FOR ANNUAL REPORT REVIEW

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

WHEREAS, Stevens County and the City of Colville are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, The Stevens County does not currently have a designated person to review their annual report; and

WHEREAS, The Stevens County has requested that the City of Colville Treasurer review their annual report and have agreed to the terms of an Interlocal Agreement, which was approved by the Board of County Commissioners on May 21, 2019.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Board of Stevens County Commissioners that Stevens County has entered into an Interlocal Agreement with the City of Colville, attached hereto, and incorporated herein by this reference.

Passed by the Board of Stevens County Commissioners meeting in regular session at Colville, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the 21st day of May, 2019.

3 YEA; 0 NAY; 0 ABSTAIN; and 0 ABSENT

BOARD OF COUNTY COMMISSIONERS OF STEVENS COUNTY, WASHINGTON

Chairman Wes McCart

Commissioner Steve Parker

Commissioner Don Dashiell

ATTEST:

Lacey Olguin
Assistant Clerk of the Board
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLVILLE AND STEVENS COUNTY COMMISSIONERS

This Interlocal Agreement is entered into this 4th day of June, 2019, 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 County prepares a financial annual report annually for the State of Washington;

WHEREAS, it is highly recommended that the County 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 City Treasurer will review the County’s Financial Annual Report for the 2018
   fiscal year on or before May 30, 2019.

2. The County shall pay $55.00 per hour, not to exceed twenty (20) hours, for the
   review of the Financial Annual Report to the City.

AGREEMENT
I. This Agreement shall become effective on the date it is signed by both parties. This

II. The City 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 County agrees to defend, indemnify and save harmless the City, 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 City, its elected or appointed officials or employees for damages regardless of whether such
damage is due to the negligence of the City, or employees, for the City’s review of the County’s
financial annual report. It is further provided that no liability shall attach to the City 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 4th day of June, 2019.

City of Colville:

Louis F. Janke, Mayor

Stevens County:

Wes McCart, District #1, Chairman

Don Dashiell, District #2, Member

ATTEST:

Holly Pannell, City Clerk

Steve Parker, District #3, Member

Approved as to form:

McGrane & Schnurger
City Attorneys

ATTEST:

Patricia A. Chester
Clerk of the Board