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CLARK COUNTY
STAFF REPORT

DEPARTMENT: Public Works – Transportation

DATE: April 21, 2026

REQUESTED ACTION: Authorize the County Manager to sign the Interlocal Agreement with the City of Battle Ground, as well as any future amendments, for cooperative purchasing and public work

__X__ Consent ____ Hearing ____ County Manager

BACKGROUND

Clark County and the City of Battle Ground each regularly contract for construction of public work projects pursuant to the competitive bidding requirements of RCW Chapter 39.04. On occasion it is beneficial to the County and the public to include work needed by one party in the other party's project.

The City of Battle Ground has reached out to the County to work together on improvement projects where the County and City share responsibilities. This request is consistent with RCW 39.34 which allows local jurisdictions to enter into cooperative agreements for increased efficiency and mutual benefit to the community.

The purpose of this agreement is to permit both parties to make the most efficient use of their resources to carry out public work projects subject to competitive bidding process by enabling them to cooperate to include each other's work in those projects. This agreement authorized the design and/or construction of the work in connection with other public work projects, and it's duly-authorized third party contractors on a case-by-case basis following the procedure set forth in the agreement.

Review by applicable departments/offices:
This agreement has been reviewed by both the Legal and Risk departments.

Prior Council discussions/direction/approval:
There have been no prior discussions with Council related to this action.

COUNCIL POLICY IMPLICATIONS

There are no Council policy implications related to this action.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no administrative policy implications.

COMMUNITY OUTREACH

Community outreach is not applicable for this action.

PW26-091

REVIEWED: _____

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BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager. This action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Dollar Amount	$0.00
Fund	N/A
Cost Center	N/A
BASUB	N/A
Program	N/A

ATTACHMENTS: (1) Interlocal Agreement between Clark County and City of Battle Ground for Construction Projects

Steve Gallup, P.E., P.T.O.E.
Transportation Division Manager

Sherry Villafane
Sherry Villafane
Public Works Finance Manager

Jeremy Provenzola, P.E.
County Engineer

Kenneth A. Lader, P.E.
Public Works Director

Primary Staff: Sarah Smith, ext. 1678

Rebecca Schmit
Rebecca Schmit
Public Works Contract Coordinator

APPROVED:
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: April 21, 2026

SR#095-26

PW26-091

REVIEWED:

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INTERLOCAL AGREEMENT
BETWEEN
CLARK COUNTY and CITY OF BATTLE GROUND, WA
For
FOR PUBLIC WORKS CONSTRUCTION

THIS IS AN INTERLOCAL AGREEMENT (Agreement) made and executed by and between Clark County, a political subdivision in the State of Washington (County), and the City of Battle Ground, a municipal corporation of the State of Washington (City).

WHEREAS, pursuant to Washington's Interlocal Cooperation Act, chapter 39.34 RCW, which authorizes local governments to contract with other public agencies via interlocal agreements (ILAs) that enable them to work together to provide services or facilities to the public; and

WHEREAS, the County and City each regularly contract for construction of public works projects pursuant to the competitive bidding requirements of RCW Chapter 39.04; and

WHEREAS, on occasion efficiency and economy of scale mandate that it is in the public interest to include Work needed by one party in the other party's Project, and

WHEREAS, the City has asked the County to construct improvements on its behalf, and the County has asked the City to construct improvements on its behalf; and

WHEREAS, both the County and the City are willing to accommodate based on the terms and conditions of this Agreement.

NOW, THEREFORE, pursuant to RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

THE PARTIES AGREE TO AS FOLLOWS:

1. **PURPOSE**. The purpose of this Agreement is to permit the parties to make the most efficient use of their resources to carry out public works projects subject to competitive bidding under

RCW Chapter 39.04 by enabling them to cooperate to include each other's work in those projects. This Agreement authorizes the design and/or construction of the User's Work in connection with public works Projects of the Contracting Party and its duly-authorized third party contractors on a case-by-case basis following the procedures set forth in this Agreement.

2. **RECITALS ADOPTED**. The recitals set forth above are hereby adopted as the factual basis for this Agreement.

3. **DEFINITIONS**. Unless otherwise indicated in the text of this Agreement, the following terms are defined as set forth below:

"Agreement" means this document and its terms, conditions, covenants, and performances contained, as well as the attached Exhibits, which are incorporated herein and made a part hereof.

"Contracting Party" means the party who solicited for and/or established the construction contract and who assumes responsibility for the supervision of the Project, including but not limited to implementation of the public works bidding process pursuant to RCW Chapter 39.04; overseeing construction; ensuring proper payments; collecting, reviewing, and approving required documentations; and ensuring proper contract closeout.

"Default" means failure to meet requirements as described in Section 1-08.10(1) of the 2026 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, and specifically includes failure by the User to make payment according to the terms of this Agreement.

"Facilities" means equipment and structures installed within the scope of the User's Work as defined herein.

"Project" means a public works project specified in a bid package generated by the Contracting Party pursuant to RCW Chapter 39.04 for the purpose of hiring a contractor to complete the specified Project. When the parties elect to proceed under this Agreement, the Project will also include the User's Work as an option, and the bid package shall include all drawings, specifications, documents, estimates, paperwork, bid forms, and bid bonds relevant to the User's Work.

"Punch list" means a list of tasks to be completed in order for the Work to be complete and accepted by the User.

"User" means the party who requests that its specified Work be completed in connection with the Contracting Party's Project.

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"Work" means all survey, engineering including plans and the project design process, materials, equipment, labor, contract administration, construction inspection, and any other efforts to complete the additions to the Project as requested by the User.

"Working days" means Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

"WSDOT" means Washington State Department of Transportation.

4. **WORK REQUEST.**

4.1. **Communication**. The Public Works Departments of the County and City have historically worked together to coordinate planned public works development and maintenance. The parties agree to continue to exercise reasonable efforts to keep each other informed of projects planned and the timetables for those projects, particularly for those projects that may have an impact on the other party.

4.2. **Initiation of Work Request.**

4.2.1. Pre-bid. The User shall deliver a written Work Request to the Contracting Party for the Work to be integrated into the Contracting Party's planned Project not less than one year prior to the date that the bid package will be issued, unless the time deadline is waived by the Contracting Party, in the sole discretion of the Contracting Party.

4.2.2. Change Order. In the event that a Work Request has not been submitted pre-bid as in Section 4.2.1 above, the User may request that the Contracting Party integrate Work into a Project through use of a change order on a Project that is in progress, if such a change order is properly within the scope of the accepted bid as described in the WSDOT Local Agency Guidelines, Chapter 52. The decision whether to include the change order or not shall be determined in the sole discretion of the Procurement Services or Purchasing Department of the Contracting Party. The User shall deliver a written Work Request to the Contracting Party not less than twenty (20) days prior to the date that the Work is to be performed, unless the time deadline is waived by the Contracting Party, in the sole discretion of the Contracting Party.

4.2.3. Form of Work Request. Each Work Request shall be in writing and shall specify the Work required. To the extent available, the Work Request shall specify the amounts and types of labor, equipment, and materials required, the location of the Work, the estimated cost of the Work, and other information pertinent to the request. The request shall be made substantially in the form attached hereto as Exhibit A. The Work Request form may be revised by agreement of the parties as necessary to implement this Agreement, without the

necessity of amendment of this Agreement.

4.2.4. Verbal Work Request. In cases of emergency or unforeseen circumstances necessitating prompt action, so long as the cost for the Work is estimated to be less than $20,000, the Work Request may be made verbally but must be documented in writing as required herein within 48 hours of the verbal request or by the next working day, whichever is longer.

4.3. **Agreement to Perform**.

4.3.1. Discretion to Accept or Reject. Acceptance or rejection of the Work Request in connection with each Project shall be within the sole discretion of the Contracting Party. Each party recognizes and agrees that the work of the Contracting Party takes first priority in making the determination whether to accept or reject a Work Request.

4.3.2. Timelines. Upon receipt of a Work Request, the Contracting Party shall, within five (5) working days, indicate acceptance or rejection of the Work Request, confirm the User's estimated cost of the Work if such information is available, and obtain an authorized approval signature from the Contracting Party on the Work Request form, and return one copy to the User.

4.3.3. Cost of Work. For each Project, the Contracting Party may accept the bid of the lowest responsible and responsive bidder for the Project, or the change order cost for the Work as controlled by the Project contract. Both parties acknowledge and agree that the cost to perform the User's Work in these circumstances may on occasion not reflect the lowest possible cost. The User's sole remedy in such circumstances is to opt out of performance of the Work under this Agreement pursuant to Section 4.3.5, in the User's sole discretion.

4.3.4. Reimbursable Work Order Requisition. If the Contracting Party and the User agree to proceed with performance of the User's Work, they shall both document that agreement by completing a Reimbursable Work Order requisition or in the form required by the Contracting Party. The Reimbursable Work Order requisition shall include or attach an itemized cost estimate for the Work including construction administration and overhead charges for the Contracting Party. The User may attach additional documentation to Reimbursable Work Order requisition specifying details of the Work, prior to the document being signed by both parties.

4.3.5. Opt Out

4.3.5.1. *Opt Out Prior to Award of Bid.* Prior to award of the bid either party may opt out of performance of Work under this Agreement by notifying the other party in writing

prior to the award of the bid for the Work. Opting out shall only be allowed if the Work is included in the bidding documents as an Additive Alternate. The User is responsible for determining, prior to bid advertisement, the budgeted funds that are available to cover the cost of the Work included in the Additive Alternate. This budgeted fund amount will be used in determining whether or not the Work will be awarded. If the bid for the Additive Alternate is within the budgeted funds, the Work will be awarded. If the bid for the Additive Alternate is higher than the budgeted funds, then the User may opt out. If the Work is awarded then the Work will be completed as governed by the construction contract and the change order terms of this agreement.

4.3.5.2. *Opt Out Prior to Approval of Change Order Under Section 4.2.2*. Prior to approval of a change order to add Work on a Project that is in progress, using the process set forth in Section 4.2.2 of this Agreement, either party may opt out of performance of the change order under this Agreement by notifying the other party in writing prior to the approval of the change order.

4.3.5.3. After award of the bid or approval of a change order for any contracted portion of the Work, a party may opt out of performance of the Work under this Agreement only in the event of Default as defined herein.

4.3.5.4. If either party opts out of performance of the Work under this Agreement prior to the fulfillment of the terms stated herein, the party opting out shall reimburse the other party for all actual direct and related indirect expenses and costs, including but not limited to design, survey, engineering work, mobilization, construction engineering, contract administration and overhead costs, and contract labor, incurred up to the date of opt out associated with the Work, as well as the cost of non-cancelable obligations, including any redesign, re-engineering or re-estimating, if necessary, to delete the Work, and contractor claims payable, if any. Each party agrees to provide to the other party all Work-related documents upon final payment by the obligated party.

5. **RESPONSIBILITIES OF PARTIES**.

5.1. The Contracting Party is responsible to contract for or issue a change order for performance of the Work as required in this Agreement. The Contracting Party's bid package or change order shall include all drawings, specifications, documents, estimates, paperwork, bid forms, and bid bonds relevant to the User's Work. The User shall have the opportunity to review the above documents and make changes. The Contracting Party will exert its best efforts in overseeing performance of User's Work.

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5.2. The User is responsible for determining, prior to award of a bid or approval of a change order for its Work, that budgeted funds are available to cover the cost of the Work. The User is responsible to pay the Contracting Party as required under this Agreement for the cost of the Work.

6. **PLANS, SPECIFICATIONS AND BIDS**.

6.1. The Contracting Party, acting on behalf of the User, agrees to contract for performance of the User's Work, in accordance with the Plans and Specifications. The Project Amendments, Special Provisions and Plans will be developed by either the User, or by the Contracting Party with guidance from the User and User-provided information, as agreed by the parties on a case-by case basis for each Work to be performed under this Agreement.

6.2. The construction requirements for Work shall be as set forth in the most current version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction, the project Amendments, the Special Provisions and the Plans.

6.3. The process by which the project Amendments, Special Provisions and Plans are developed shall be as follows: The party designing the Work, as agreed on a case-by-case basis, shall provide the other party an engineering design for the proposed Work. The other party's engineering staff shall have up to three (3) weeks to review the design and return redline comments to the designing party's engineering staff. The designing party will address the comments, make changes, and provide a revised plan to the other party within three (3) weeks, at which time the other party shall have up to three (3) weeks to provide a final review with redline comments. The designing party will make the final revisions and provide a final plan to the other party for review and approval within three (3) weeks. That other party will have up to three (3) weeks to approve the final plan. Project Amendments and Special Provisions will be developed using the same review process. The User's engineer must provide written approval for the final Plans, Amendments and Special Provisions or they will not be included in the Contracting Party's Project. Time deadlines under this subsection may be varied from or waived by mutual written or email agreement of the parties.

6.4. The Contracting Party will incorporate the Plans, project Amendments and Special Provisions into the Project in accordance with the User's requirements. The User agrees that it is solely responsible for ensuring that all User standard requirements are set forth in the adopted project Amendments, Special Provisions, and Plans, and that it has supplied the Contracting Party with all applicable standards, codes, regulations, or any other requirements the User is obligated to meet.

6.5. The Contracting Party will include the User's Work in the bid advertisement for the

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Project. The User's Work shall be prepared as a separate Additive Alternate in the bid package. The Contracting Party will be the User's representative throughout the entire procurement process, from advertisement to contract closeout. When requested by the Contracting Party, the User shall timely assist the Contracting Party in answering bid questions and resolving any design issues related to the Work. All comments and clarifications related to the bidding process must go through the Contracting Party and not directly to the prospective bidders. The Contracting Party will provide the User with written notification of the bid price no later than two (2) days after the bid opening for all Work items for which the User is responsible. The User shall respond in writing to the Contracting Party, stating its acceptance or opt out of the Work items, within two (2) working days of the written notification time deadlines under this subsection may be varied from or waived by mutual written or email agreement of the parties.

6.6. Should the User opt out of the Work items, the Contracting Party shall delete those items from the Project. The User agrees to reimburse the Contracting Party for engineering costs and direct and related indirect costs incurred by the Contracting Party for deleting the Work from the Project, and to pay such costs in accordance with Section 9 (Billing Method and Process).

7. **CONSTRUCTION, INSPECTION, AND ACCEPTANCE**.

7.1. The Contracting Party agrees to administer the Work on behalf of the User.

7.2. All materials removed by the Contracting Party shall be reclaimed or disposed of by the Contracting Party and shall become the property of the Contracting Party or the contractor, if designated in the project Amendments or Special Provisions.

7.3. All formal contacts between the User and the Contracting Party's contractor shall be through the Contracting Party's representatives. The parties agree to cooperate in allowing the User to have such informal contact with the contractor as may be useful for efficient completion of the Work and Project. In the event of a disagreement about such contract, the Contracting Party's determination shall be final.

7.4. The Contracting Party shall promptly notify the User in writing when the Work is completed.

7.5. Upon the request of the User, the Contracting Party will provide the User with inspection documentation, including but not limited to inspection reports, backfill test results, closed circuit TV reports, if available, and material submittals.

7.6. The User shall, within ten (10) calendar days of being notified that the Work is

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completed, complete any necessary walk-through or inspection of the Work and (a) deliver a written letter of acceptance to the Contracting Party, or (b) deliver to the Contracting Party a written explanation in punch list format detailing the reasons why the Work does not comply with the approved Plans and Specifications. The User agrees to work diligently and in good faith with the Contracting Party to resolve any issues relating to the Work so as not to delay the Contracting Party's Project. If issues raised by the User are resolved, the User shall immediately deliver to the Contracting Party the letter of acceptance.

7.7. If the User does not respond within ten (10) calendar days as provided in Section 7.6, the Work and the administration thereof will be deemed accepted by the User, and the Contracting Party shall be released from all future claims and demands.

7.8. Upon completion and acceptance of the Work pursuant to Sections 7.6 and 7.7, the User agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of any facilities constructed by the Work, without expense to the Contracting Party.

7.9. The Contracting Party will prepare the final construction documentation in general conformance with the Contracting Party's construction practices. The final construction documentation will not include the User's Work unless specifically requested by the User. If the User so requests, the Contracting Party will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard practice of the Contracting Party. Once the User has accepted the Work per Sections 7.6 or 7.7, the Contracting Party upon request by the User will provide one copy of the record drawing to the User.

8. **COST OF WORK**.

8.1. The User shall be responsible for the actual direct and related indirect costs of the Work, including but not limited to project management, design, survey, engineering work, mobilization, construction engineering, and contract administration and overhead costs. An itemized estimate of the User's responsibility for costs for the Work to be performed by the Contracting Party on behalf of the User will be exchanged between the parties pursuant to Section 4.3.4. The parties agree that the cost estimate is provided only for informational purposes, and that the User's total financial responsibility may be more or less than the amount indicated in the Cost Estimate, dependent upon the actual costs of the Work.

8.2. The parties' agents designated in Section 13 may adjust the scope and compensation levels of performance of Work under this Agreement to allow for inflation and cost increases, costs for new services, and reduced costs from reductions in services, as long as the total amount of such adjustments is equal to or less than twenty five percent (25%) plus three

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percent (3%) for taxes.

9. **BILLING METHOD AND PROCESS**.

The User, in consideration of the Work to be done by the Contracting Party, agrees to pay the Contracting Party for the actual direct and related indirect cost of all Work for which the User is responsible, including any design, survey, engineering work, mobilization, construction engineering, administration and overhead costs. The Contracting Party shall invoice the User, providing with the invoice sufficient documentation and information to justify the costs. The User agrees to pay the Contracting Party within thirty (30) calendar days of receipt of an invoice; provided, that if the User disagrees with all or part of an invoice, the User shall notify the Contracting Party of the disagreement within twenty (20) calendar days of receipt of an invoice. The notice shall include an explanation of the disagreement and supporting documentation and information, if any. The User shall pay all parts of an invoice that are not contested within the thirty-day period. The User shall pay a contested portion of an invoice within thirty (30) calendar days after the parties resolve the disagreement.

9.1. Billing for services will be monthly until the Project is complete.

9.2. Payments that are not paid within the applicable periods in Section 9.1 shall be considered delinquent. Delinquent charges shall accrue interest from the date of delinquency until paid, at an interest rate of one percent (1%) per month, and shall be assessed a twenty-five dollar ($25.00) late charge each month that the amount is delinquent.

9.3. Payments will be remitted to the following address:

City of Battle Ground
Finance Department
109 SW First Street
Battle Ground, WA 98604

Clark County Public Works
Finance Department
PO Box 9810
Vancouver, WA 98666-9810

9.4. Should the User fail to make payment according to the terms of this Agreement, the Contracting Party shall have the right to terminate this Agreement, charging the User for the Contracting Party's associated costs of termination including non-cancellable items, Contracting Party costs resulting from a delay due to the termination, and unpaid contractor charges for the User's Work, in addition to any additional costs referenced in this Agreement.

10. **CHANGE IN WORK OR COST INCREASE**.

10.1. **Increase in Cost**: If unforeseen conditions cause the cost of the Work to exceed the bid amount or change order approval amount (including sales tax, engineering, and

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contingencies) by more than twenty five percent (25%), the Contracting Party will notify the User of such increase within five (5) working days of the date the Contracting Party receives information concerning such cost increase.

10.2. If the Contracting Party desires to add to or change the Work, it shall give advance notice to the User, except as provided in Section 10.3 below. The User shall respond to the Contracting Party's request as soon as practicable, but no more than five (5) working days of receipt of the request. The Contracting Party cannot proceed with the addition or change to the Work unless the User approves the addition or change in writing. If the User fails to respond to the Contracting Party's request, the User shall be deemed to have denied the request. The User agrees to pay all costs associated with any User-approved addition or change to the Work, as well as the costs of Project or Work delays and/or Contracting Party approved contractor claims associated with the User's failure to respond timely.

10.3. When the Contracting Party determines that a change in the Work is required to mitigate a Project emergency or safety threat, the Contracting Party will direct the change without the User's prior approval. The Contracting Party will notify the User of such change and the basis for the emergency or safety threat as soon as possible thereafter, within no more than 48 hours.

10.4. The User may request in writing additions to the Work. If the Contracting Party accepts the request, it shall notify the User in writing. The Contracting Party will implement the requested changes as change orders as long as the change does not negatively impact the Contracting Party's facilities and complies with the Special Provisions, Plans, Project Amendments, Standard Specifications, Project permits, applicable laws, rules and regulations, and/or Contracting Party design policies, and does not unreasonably delay critically scheduled Project activities.

10.5. The User agrees to pay for the increases in Project cost, if any, attributable to the elective changes approved under Section 10.4 in accordance with Section 9 (Billing Method and Process).

10.6. The Contracting Party will make available to the User all change order documentation related to the Work.

10.7. Any contractor request submitted to the Contracting Party for permission to use different materials or structures for the Work will be provided to the User for immediate review. The User will have five (5) working days to advise the Contracting Party as to whether it accepts the different material or structure. If no response is made within the five (5) working days by the User, the User waives its right to object to any subsequent determination. The Contracting

Party's construction engineer will make a determination on the User's behalf.

11. **FRANCHISE OR PERMIT**. The User shall be responsible to apply for and obtain a permit and/or franchise required. A copy of the permit and/or franchise shall be provided from the User to the Contracting Party a minimum of forty-five (45) calendar days prior to the bid publish date for the Project, in order to include it with the bid packet.

12. **RIGHT OF ENTRY**. If necessary to carry out the Work, the User agrees to arrange for rights of entry for the Contracting Party and its contractors upon all privately owned lands upon which the User has a claimed property right. The rights of entry may include reasonable entry and use restrictions. The User will provide the Contracting Party with written documentation of such rights of entry within five (5) working days prior to the date of Notice to Proceed to the Contracting Party's. contractor.

13. **ADMINISTRATION/COMMUNICATIONS**. Contract managers designated by the Public Works Director of each party shall administer this Agreement, monitor service level and budget provisions of this Agreement, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

14. **DISPUTE RESOLUTION**. In the event of a dispute between the parties which cannot be resolved by the contract managers, the County Administrator and the City Manager or their designated representatives shall review such dispute and may attempt to resolve the dispute.

    14.1. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of this Agreement that cannot be resolved by the County Manager and the City Manager may be submitted to mediation. If the dispute is not resolved through mediation, it may be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW upon agreement by both parties.

    14.2. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that any such action or proceedings shall be brought in the Superior Court of Clark County, Washington. Each party shall be responsible for its own attorney's fees and related costs.

15. **INDEPENDENT CONTRACTOR**. Both parties shall be deemed independent contractors for all purposes, and the employees of each party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other party. Each party shall retain all authority for provision of services, standards of performance, discipline and control of its own personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of the County an employee of the City or any employee of the City an employee of the County for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant

to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

16. **HOLD HARMLESS/INDEMNIFICATION.** The User will hold harmless, indemnify, and defend the Contracting Party and its elected or appointed officials, agents, and employees from all claims, actions, damages, or expenses arising out of, or in conjunction with, the performance of the work performed by Contracting Party. This obligation shall not include claims, costs, or damages caused by the sole negligence of the Contracting Party or its elected or appointed officials, agents, and employees.

    Waiver of Worker's Compensation Immunity. This hold harmless and indemnification shall include any claim made against a party by an employee of another party or an employee of an agent or subcontractor of a party even if the party is otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Chapter 656 ORS.

    Concurrent Negligence. If the claims or damages are caused by or result from the concurrent negligence of the Contracting Party, and its agents or employees, and the User, and its agents or employees, and involves those actions covered by RCW 4.24.115, both the Contracting Party and the User shall be liable only to the proportional extent of their respective negligence.

17. **RIGHT TO PARTICIPATE.** In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against either party, to the extent allowed by law, each party retains the right to participate in said suit if any principle of public law is involved.

18. **ATTORNEYS FEES AND COSTS.** The parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

19. **NO THIRD-PARTY BENEFICIARY.** The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and City do not intend there be any third-party beneficiary to this Agreement.

20. **NOTICE.** Notices, request, demands, consent, approval or other communication required or relating to this Agreement shall be in writing and will be deemed to have been given when personally delivered, sent by email, sent by facsimile with a sent confirmation page, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, addressed to the party for whom it is intended at the addresses listed below. Any Party to this Agreement may add additional addresses or change its address for purpose of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in

this section. Unless otherwise directed in writing, notices shall be made to the following address:

To the City:	CITY OF BATTLE GROUND 109 SW First Street Battle Ground, WA 98604 Attention: Public Works Director
To the County:	CLARK COUNTY PUBLIC WORKS PO Box 9810 Vancouver, WA 98666-9810 Attention: Public Works Director

The name and address to which notices shall be directed may be changed by either party giving the other notice of such change.

21. **WAIVER**. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

22. **TERM**. The term of this Agreement is for a period of ten (10) years, from April 1, 2026, through March 31, 2036

23. **EXTENSIONS**. The term of this Agreement shall automatically be extended in five-year increments, up to a maximum of fifteen (15) additional years, through March 31, 2051, without further authorization of the Clark County Council or the City Council. Either party may choose to terminate such extension of this Agreement by notifying the other party in writing ninety (90) days prior to termination.

24. **TERMINATION**. Either party may choose to terminate this Agreement by notifying the other party in writing ninety (90) days prior to termination.

25. **INTERLOCAL COOPERATION ACT COMPLIANCE**. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 21 (Term), 22 (Extensions), and 23 (Termination). Its method of termination is set forth in Section 23. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 8 (Cost of Work) and 9 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

26. **ENTIRE AGREEMENT**. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

27. **AMENDMENT**. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the City Manager and the County Manager, or their

respective designees, and legislative bodies of both parties, except as provided in previous sections.

28. **AUDIT AND RECORDS**. During the progress of the work and for a period of not less than three (3) years from the date of final payment, both parties shall maintain the records and accounts pertaining to the work and shall make them available during normal business hours and as often as necessary , for inspection and audit by the other Party, State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the work will be furnished upon request. The requesting party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

29. **DOCUMENT EXECUTION AND FILING**. The County and the City agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the County and the City. Upon execution, one executed original of this Agreement shall be retained by the Battle Ground City Clerk and one shall be retained by the County. The Battle Ground City Clerk shall cause a copy of this agreement to be posted on the City website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the city' s website, each such duplicate original shall constitute an agreement binding upon all parties. One each of the duplicate originals shall be distributed to the designated agents of the parties, named as follows:

To the City:	CITY OF BATTLE GROUND 109 SW First Street Battle Ground, WA 98604 Attention: Public Works Director
To the County:	CLARK COUNTY PUBLIC WORKS PO Box 9810 Vancouver, WA 98666-9810 Attention: Public Works Director

30. **RATIFICATION**. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

31. **SEVERABILTY**. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

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IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 21st day of Apr, 2026.

CLARK COUNTY

Kathleen Otto

Kathleen Otto, County Manager

Approved only as to form:
ANTHONY F. GOLIK
Prosecuting Attorney

Kevin A. McDowell

Kevin A. McDowell
Deputy Prosecuting Attorney

CITY OF BATTLE GROUND

Kristina Swanson

Kris Swanson, City Manager

Attest:

Elizabeth Halili

Elizabeth Halili, City Clerk

Approved only as to form:

Kirk Ehlis

Kirk Ehlis, City Attorney

Docusign Envelope ID: 497CE03B-03C0-887B-8190-57D292717608

EXHIBIT A

Work Request Form

(To be filled out by agency requesting work)

Work Request Title _____

Agency Requesting Work _____

Contract Manager _____ Telephone No. _____

Address _____

City _____ State _____ Zip _____

User's Estimate _____

Agency Contracting Work _____

Contract Manager _____ Telephone No. _____

Address _____

City _____ State _____ Zip _____

I hereby request the following services:

Click here to enter text.

Agency requesting work:

Authorized Signature _____ Date _____

Print Name _____

Title _____

Agency contracting work:

Authorized Signature _____ Date _____

Print Name _____

Title _____