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BOOK 202 PAGE 549

RETURN ADDRESS:

Skamania County Clerk to
the Board of County Commissioners

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Skamania County*

SEP 13 9 11 AM '00

P. Larry
AUDITOR
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Intergovernmental Agreement

2. _____

3. _____

4. _____

GRANTOR(S) (Last name, first, then first name and initials)

1. Stevenson, City of

2. Skamania County

3. _____

4. _____

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Skamania County

2. Stevenson, City of

3. _____

4. _____

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter Quarter)

Rock Creek Drive Section 1, T2N R7EWM

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers on Page _____ of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF STEVENSON AND SKAMANIA COUNTY
ROCK CREEK DRIVE UPGRADE

This Agreement made and entered into this 10th day of August, 2000, by and between the City of Stevenson, hereinafter sometimes referred to as "the City", and Skamania County, hereinafter referred to as the "the County".

RECITALS

1. The City received a \$500,000 grant for road improvements along Rock Creek Drive funding a pedestrian bridge over Rock Creek, an overlay on Rock Creek Drive, and a sidewalk along one side of the roadway. There was insufficient funding to provide sidewalks and landscaping along both sides of the roadway.
2. The Skamania County Fairground Master Plan proposed landscaping, sidewalks and other street amenities to improve the scenic quality of their event area along Rock Creek Drive in the same area that the City had insufficient funding to construct these amenities.
3. There would be a significant costs savings in both design and construction to connect these two projects; and by linking the two projects the City and County can guarantee a visual continuity in the design.
4. As traffic increases along Rock Creek Drive and the use of the Skamania County Fairgrounds increases, the County has been concerned about safety issues with pedestrian-vehicular conflicts along the fairground's uncontrolled access to its parking areas. The City's improvements would mitigate this access issue by adding access aprons.
5. The installation of sidewalks along Rock Creek Drive will improve pedestrian circulation between the downtown core and Skamania Lodge.
6. Skamania County is a major property owner along Rock Creek Drive. The City has been reluctant to pursue an LID funding mechanism for roadwork along the roadway because of the concentration of ownership in public and non-profit ownership.
7. Rock Creek Drive is a critical arterial that has been a linchpin in the city's development of the tourist sector of its economic base.
8. Rock Creek Drive is a critical road serving several of the County's departments including the fairgrounds complex that is being expanded to serve as a major event venue.
9. It is necessary and desirable that the parties reach an agreement with respect to the payment for the construction of the Rock Creek Drive Upgrade Project.

NOW, THEREFORE, the City and the County, having considered the matters set forth above, and for and in consideration of mutual benefits to be derived by them as an interlocal agreement pursuant to RCW 39.34, agree as follows:

CITY RESPONSIBILITIES

1. The City represents that the City has properly advertised and bid the Rock Creek Drive Upgrade Project and that the goods and services contracted for herein have been appropriately budgeted for and that the City has the authority to contract for such goods and services. The City further represents that the project and its improvements will be constructed in compliance with all federal and state law, including but not limited to RCW Chapter 39.
2. The City will administer the Rock Creek Drive Upgrade Project and will be responsible for managing the public works construction project to the final acceptance. All construction will meet ADA accessibility standards and will conform to Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction.
3. The City will be responsible for billing the County for its portion of the improvements as outlined in Exhibit A as each line item or portion thereof is completed. The construction bid is based on actual unit prices with estimated

- quantities. Actual line item charges may vary slightly to reflect actual charges for the measured quantities used.
4. The City will be responsible for management of the project construction.
 5. The contracted improvements including roadway, sidewalks, entry point bollards, landscaping, parking and appurtenant items will be added to the City's roadway system. Administration of the contracted improvements will be the sole responsibility of the City.
 6. The City agrees to maintain in perpetuity the landscaping, roadway and entry point bollards as described in the Rock Creek Drive Upgrade bid documents after the completion of the project in a manner that is in keeping with the park-like setting. The City further agrees to replace and/or replant any and all vegetation that dies or is otherwise damaged.

COUNTY RESPONSIBILITIES

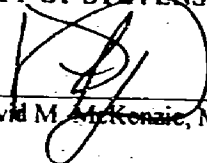
1. The County has reviewed and will accept the design (as described in the Rock Creek Drive Upgrade bid documents and as amended by County request) for the sidewalk and landscaping along their frontage on Rock Creek Drive.
2. The County will grant to the City and its assigns a license on tax parcels 100, 600 and 1200 in 2-7-1 2 for the duration of the project (90 days) to permit the construction and installation of the driveway approaches, sidewalks, landscaping, and other related appurtenances as provided herein.
3. Upon the completion of the project, the County will grant to the City a permanent easement over tax parcels 100, 600 and 1200 in 2-7-1-2 for the purpose of establishing and maintaining for public use a sidewalk, landscaping and related appurtenances as described by the Rock Creek Drive Upgrade construction documents as amended by the County. As provided in paragraph 6 above, the City shall be solely responsible for maintaining the vegetation and other landscaping.
4. Tony Estey, Buildings and Grounds Director, will be the County's representative for the duration of this contract.
5. The County shall be responsible for paying for the line items listed on Exhibit A up to a maximum of \$103,305. The County will remit to the City payment for the County's portion of the project costs as listed in Exhibit A on their first regular voucher payment day after receipt of the billing (provided the billing is received by T. Estey by the Monday before the regular payment date.)
6. The County agrees to maintain those sidewalks and parking areas constructed by this project lying adjacent to or on County owned property.

GENERAL CONDITIONS


1. The term of this agreement shall be for the duration of construction for the Rock Creek Drive Upgrade Project. The contractor has agreed to complete the project within ninety (90) days of commencement of construction.
2. No interest in this agreement shall be assigned or transferred by a party without the prior written consent of the other party.
3. The parties agree that this agreement shall be governed by the laws of the State of Washington and the venue for any action pursuant to this agreement, either interpreting the agreement or enforcing a provision of the agreement, or attempting to rescind or alter the agreement, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for all reasonable attorneys' fees at trial and on appeal.
4. The City hereby agrees to indemnify and hold harmless Skamania County, its officials and its employees, from any and all liability, claims, causes of action or other costs that may arise from the City's construction, use or maintenance of the improvements described above. The City further agrees, after specific negotiations, to waive its Industrial Insurance Act immunity (RCW Title 51) as to any claim made against the county.

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

CITY OF STEVENSON

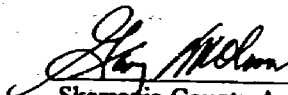

David M. McKenzie, Mayor

ATTEST:



City Administrator



ATTEST:


Skamania County Auditor
Officio Clerk of the Board

APPROVED AS TO FORM:


Kenneth Woodrich, Attorney for the City

BOARD, COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON


Commissioner 08-28-2000

Commissioner


Commissioner

APPROVED AS TO FORM ONLY


County Auditor

EXHIBIT A
ROCK CREEK DRIVE 2000 COSTS
SKAMANIA COUNTY

ITEM NO.	DESCRIPTION	BID QTY	BID UNITS	UNIT PRICE	COUNTY QTY	COUNTY PRICE
1	Mobilization	1	LS	45,600.00	0.2	9,120.00
13	Concrete Columns on Railing-Large	7	EA	754.00	3	2,262.00
14	Concrete Columns on Railing-Small	6	ES	754.00	3	2,262.00
15	Bridge Walkway Railing	220	LF	98.40	42	4,132.80
21	Saw Out Asphalt Concrete Pavement	3479	LF	1.20	1342	1,610.40
22	Remove Existing Pavement	2793	SY	3.00	965	2,895.00
24	Subgrade Preparation	2263	SY	1.20	410	492.00
26	Crushed Surfacing	755	CY	34.00	138	4,692.00
28	Asphalt Concrete Pavement Class "B"	1840	TN	40.00	220	8,800.00
29	Cement Concrete Barrier Curb	2833	SY	10.90	897	9,777.30
32	Concrete Paving-Large Panel	1395	SY	29.15	1165	33,959.75
33	Concrete Paving-2x2 Stamped	136	SY	92.00	70	6,440.00
34	ADA Ramp	130	EA	68.00	21	1,428.00
35	Rock Bollard	19	EA	1,587.00	2	3,174.00
36	Rock Bollard Precast	19	LF	140.00	2	280.00
37	Rock Sitting Wall	19	EA	165.00	19	3,135.00
38	Cabin Basin	10	EA	990.00	2	1,980.00
39	Storm Drainwell, 5-foot	4	EA	2,760.00	1	2,760.00
40	Storm Drain Pipe, 12 inch	306	LF	33.00	36	1,188.00
55	Finishing and Clean up	1	LS	4,900.00	0.2	980.00
SUB-TOTAL CONSTRUCTION						101,368.25
WALLIS ENGINEERING						1,936.75
TOTAL						<u>103,305.00</u>