

**INTERLOCAL AGREEMENT BY AND BETWEEN  
CLARK COUNTY AND  
CLARK PUBLIC UTILITIES**

**Title and Purpose**

This Interlocal Agreement (the “Agreement”) is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Clark County (the “County”), political subdivision of the state of Washington with an address of P.O. Box 9810, Vancouver, WA 98666-9810, and Clark Public Utilities (“CPU”), a municipal corporation with an address of P.O. Box 8900, Vancouver, WA 98668 on the dates indicated below. The County and CPU are sometimes collectively referred to as the “Parties” or to either one individually as a “Party.”

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for cooperative efforts between governmental entities; and

**WHEREAS**, the County has ownership of the property at 11608 NE 149<sup>th</sup> St, Brush Prairie WA 98606 (the “Property”); and

**WHEREAS**, CPU is planning to construct a publicly accessible water fill station on the Property; and

**WHEREAS**, both the County and CPU agree that it is in the best interests of the Parties to collaborate on the development of an operation of the Fill Station in a timely and cost-effective manner;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the Parties hereby mutually agree as follows.

**AGREEMENT**

1. **PURPOSE**. This Agreement is entered into pursuant to the authority of RCW 39.34.080. The purpose of this Agreement is to set forth the mutual obligations, responsibilities and rights of the County and CPU relating to the Fill Station as described herein.
2. **TERM**. This Agreement shall become effective upon the date of last signature of the Parties below, and shall continue until terminated.
3. **ADMINISTRATION**. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties hereto shall be jointly responsible for administering the performance herein. The Parties will not acquire any jointly-owned real or personal property in connection with performance of this Agreement. The Parties shall each be responsible for their own individual financial costs of performance of this Agreement, except as otherwise described herein. No joint budget will be prepared to carry out the performance of this Agreement.
4. **TERMINATION**. This Agreement may be terminated by either Party upon one (1) year’s written notice to the other Party.

5. SCOPE. The project involves the construction and installation of a public use bulk fill water station (the "Fill Station"), which will be located at the Property. Authorized members of the public will use the Fill Station to fill water trucks or other equipment with potable water and pay for such use. These customers will enter and exit the Property via the existing driveways onto NE 149<sup>th</sup> Street. The Fill Station consists of a metal shed with pay station and water dispensing valves/connections. As part of the Fill Station development, areas of the Property will be paved by CPU, which is expected to be 2,000 square feet or less. Asphalt pavement will be utilized for the new impervious surfaces and connect to the existing edge of pavement north of the existing gas pumps. No additional stormwater treatment or infiltration is required for this small improvement based on Clark County Codes. A new underground water main would be extended to the station from NE 149<sup>th</sup> Street and the County will provide Clark with an easement, and the form of such easement shall be determined in County's reasonable discretion. All trenching for the new water main would be restored to Clark County standards with like materials, i.e. pavement, grass or gravel. Some low maintenance landscaping will be installed adjacent to the Fill Station.

In a collaborative effort to enhance public access to essential services, the County and CPU agree with the installation and operation of the Fill Station. Under this arrangement, CPU would take full responsibility for maintaining and managing the Fill Station. To ensure smooth implementation, the County will allow CPU uninterrupted access to the designated property and approve the installation allowing CPU to build and operate on the county-owned land.

All expenses related to the operation of the Fill Station, including, but not limited to, operational costs, regulatory charges and fees, taxes, personnel, materials, upkeep, repairs, and maintenance will be borne exclusively by CPU. In addition, any fees or charges collected from users of the station would be retained by CPU.

The Property and easement areas are identified in the attached legal description and map marked as Exhibit 1.

6. DISPUTE RESOLUTION. In the event of a dispute between the County and CPU regarding performance of this Agreement, the Parties shall proceed as follows:
  - a. The County Manager of the County and the General Manager of CPU, or their designated representatives, shall first review such dispute and provide the Parties options for mutual resolution of the dispute.
  - b. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the County Manager of the County and the General Manager of CPU, or their designated representatives, may give rise to a civil action to be filed in the Superior Court for Clark County.
7. 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. Nothing in this Agreement shall make any employee of a Party an employee of the other Party for any purpose, including but not limited to, for 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.

8. INDEMNIFICATION. To the fullest extent permitted by law, CPU agrees to indemnify, defend and hold County, its elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, which (i) are caused in whole or in part by any negligent act or omission, reckless, wanton, or intentionally tortious conduct, on the part of the CPU, its employees, or agents. This indemnification obligation of CPU shall not apply if the claim, damage, loss or expense is caused by the sole negligence, reckless, wanton, or intentionally tortious conduct of County. In the event of the concurrent negligence of CPU, inclusive of its employees or agents, and the County, inclusive of its employees or agents, then this indemnification obligation of CPU shall be valid and enforceable only to the extent of the negligence of CPU and its employees and agents. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other worker's compensation act, and CPU hereby expressly waives any immunity afforded by such acts. This section shall survive the expiration or termination of this agreement.
9. AMENDMENTS. This Agreement shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto.
10. ASSIGNMENT. No Party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto.
11. NOTICES. All communications, notices and demands of any kind which are required by this Agreement shall be in writing and shall be deemed given when deposited in the U.S. mail, first class postage prepaid, to the following addresses or to such other addresses as the Parties shall from time to time give notice to the other Parties:

If to the County:  
Clark County  
Attn: Kathleen Otto, County Manager  
P.O. Box 9810  
Vancouver, WA 98666-9810

If to CPU:  
Clark Public Utilities  
Attn: Lena Wittler, CEO/General Manager  
P.O. Box 8900  
Vancouver, WA 98668

Copy to:  
John Eldridge, General Counsel  
Same address as above

12. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
13. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary.
14. FILING. Executed copies of this Agreement shall be filed as required by RCW 39.34.040; or alternatively, listed on the Parties' respective web sites or other electronically retrievable public source.

- 15. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be deemed stricken from this Agreement, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
- 16. RATIFICATION. Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 17. GOVERNING LAW. This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. By signing below, each Party warrants that it has legal authority to enter into this Agreement.

**IN WITNESS HEREOF**, the authorized representatives of the Parties have executed this Agreement on the dates indicated below.

For the **COUNTY**:

**CLARK COUNTY, WA**

For **CPU**:

**CLARK PUBLIC UTILITIES**

By: *Kathleen Otto*  
Kathleen Otto, County Manager

Signed by:  
By: *Lena Wittler*  
Lena Wittler, General Manager

DATED: *Feb. 18, 2026*

DATED: December 31, 2025

Approved only as to form:

ANTHONY F. GOLIK  
Clark County Prosecuting Attorney

*Kevin A. McDowell*  
Kevin A. McDowell  
Deputy Prosecuting Attorney

Approved only as to form:

DocuSigned by:  
*John Eldridge*  
John Eldridge  
General Counsel