

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF LONGVIEW & KELSO, WASHINGTON
RELATING TO CREATION OF A MASTER WAYFINDING SIGNAGE SYSTEM

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is entered into between the CITY OF LONGVIEW, hereinafter "Longview", and the CITY OF KELSO, hereinafter "Kelso".

WHEREAS, Kelso and Longview are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Creation and implementation of a Master Wayfinding System (MWS) will benefit citizens of Longview and Kelso, and citizens visiting each of our communities; and

WHEREAS, There are benefits and efficiencies that can result from a cooperative effort on the part of Longview and Kelso to create a MWS for both communities; and

WHEREAS, Kelso desires Longview to assume lead status in managing the MWS creation process and Longview has agreed to assume lead status for the MWS creation process; and

NOW THEREFORE, it is agreed by and between Longview and Kelso hereto as follows:

1. Longview and Kelso agree to collaborate with each other to develop a Master Wayfinding System (MWS) within the cities of Longview and Kelso.
2. Longview and Kelso agree to share costs to develop the MWS as follows:
 - Costs associated with tasks 1-8 within the proposed scope of work will be shared equally by Longview and Kelso with a not-to-exceed amount of \$32,350.
 - Costs associated with tasks 9-12 within the proposed scope of work will be shared at a ratio of one-third Kelso and two-thirds Longview with a not-to-exceed amount of \$17,650.
 - The total not-to-exceed cost of the collaborative MWS project is \$50,000.
3. Kelso authorizes the Longview City Manager to enter into a contractual agreement with the agreed upon consultant for the MWS project.
4. Longview and Kelso agree to create a MWS Task Force comprised of the Project Longview Committee, up to two representatives from Longview City Council, up to two

representatives from Kelso City Council, staff appointed by Longview and Kelso City Managers as deemed necessary and stakeholders from the Longview and Kelso communities. The MWS Taskforce will be limited to 20 persons in size.

5. No separate legal or administrative entity is intended to be created by this Agreement. The administration of the terms of this Agreement shall be jointly and cooperatively undertaken by the Parties hereto.
6. Payment to Longview. In consideration of this Agreement and the services provided, Kelso shall remit to Longview payments for services rendered by the consultant each month within thirty (30) days of receipt of the billing statement from Longview.

6.1 Billing Statement. Longview shall submit a monthly statement to Kelso that shall contain the following:

- a. Statement of tasks accomplished as outlined in the final Scope of Work
- b. Copy of invoiced billing by the consultant

6.2 Billing Statement Dispute. In the event that there is a dispute regarding the amount of money owed by Kelso to Longview, staff shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the disputed amount shall be placed into the registry of the Cowlitz County Superior Court until the dispute is resolved by agreement of the parties or in a court with jurisdiction over the subject matter of the dispute.

7. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by Kelso shall remain the property of Kelso, and any property owned by Longview shall remain the property of Longview.
8. Indemnification and Hold Harmless. Longview agrees to defend, indemnify, and hold harmless Kelso, and each of its employees, officials, agents, and volunteers, from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Longview or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Longview or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

Kelso agrees to defend, indemnify, and hold harmless Longview and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Kelso or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including

but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Kelso or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

9. Miscellaneous.

9.1. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

9.2. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Cowlitz County Superior Court, Cowlitz County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

9.3. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

9.4. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each City.

9.5. Compliance with Laws. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

9.6. Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior

communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

9.7. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

9.8. Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

9.9. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

Dated: _____

City of Longview

By: _____

City Manager

Dated: _____

City of Kelso

By: _____

City Manager

Attest: _____

City Clerk

Attest: _____

City Clerk

Approved as to form:

City Attorney

Approved as to form:

City Attorney

EXHIBIT A – Proposed Scope of Work
Attached