

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN COWLITZ COUNTY AND CITY OF LONGVIEW

This agreement is entered into between Cowlitz County (County) and City of Longview (Agency) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is for the County to provide Administrative or Engineering Services, Construction, Maintenance, and Material Supply (where compliant with purchasing laws) services to Agency, and for Agency to provide Administrative or Engineering Services, Construction, Maintenance, and Material Supply (where compliant with purchasing laws) services to the County.

II. SERVICES

The County shall provide labor, equipment, and/or materials for administrative or engineering services, construction, and maintenance of roads or facilities as requested by the Agency and to the extent that the County has labor, equipment, and/or materials available for said service. The Agency shall provide labor, equipment, and/or materials for administrative or engineering services, construction, and maintenance of roads or facilities as requested by the County and to the extent that the Agency has labor, equipment, and/or materials available for said service.

An authorized signature from the requesting and providing department for each respective party shall request and approve specific services during a calendar year in writing. The requests shall describe the services, the timing anticipated for the services, and the maximum dollar amount of the services. The total of all services provided from one party to the other shall not exceed \$160,000.00 per calendar year.

III. COMPENSATION

The County and Agency agree to compensate the other party at the party's actual cost for services rendered including overhead costs at the current rate in use by each party, not to exceed 20% without written agreement of the parties.

IV. ADMINISTRATION

This agreement will be administered by Cowlitz County. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each party accepts responsibility for compliance with federal, state, or local laws and regulations.

V. INDEPENDENT CONTRACTOR

The services provided under this agreement are those of an independent contractor. Employees of the County are and will remain employees of the County. Employees of Agency are and will remain employees of Agency.

VI. INDEMNIFICATION

The County shall hold harmless and indemnify, and defend Agency, its officers, officials, employees, volunteers and agents solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and the loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of the County's negligence in the performance of its obligations under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Agency shall hold harmless and indemnify, and defend the County, its officers, officials, employees, volunteers and agents solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and the loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of the Agency's negligence in the performance of its obligations under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Agency, its officers, officials, employees, volunteers and agents, and the County, its officers, officials, employees, volunteers and agents, then the Agency's liability, including any duty and cost to defend, hereunder shall be only to the extent of the Agency's negligence, and the County's liability, including any duty and cost to defend, hereunder shall be only to the extent of the County's negligence.

VII. AMENDMENT

The County and Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the County and Agency.

VIII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Cowlitz. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IX. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. In the event either of the parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of any attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs and expenses.

X. TERMINATION CLAUSE

This agreement shall continue until cancelled by either party. Either party may terminate this agreement by delivering written notice of termination to the other party at least ninety (90) days in advance. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

XI. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this agreement, all property purchased by the County in furtherance of this agreement shall remain the property of the County and all property purchased by Agency in furtherance of this agreement shall remain the property of Agency. All property shall be returned to its owner upon termination or non-renewal of this Agreement.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: the County and Agency will each individually appoint one member to a

Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The decision of the Dispute Board may be appealed to the Superior Court for *de novo* review.

XIII. RECORDING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed or posted in accordance with the respective parties' Interlocal Agreement policies.

XIV. TERM

This agreement will take effect when executed by the parties, and will remain in effect unless terminated as provided herein. The parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

AGENCY NAME

**BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON**

City Manager

Chairman

Commissioner

Commissioner

Dated this ____ day of _____, 2017

Dated this ____ day of _____, 2017.

ATTEST:

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Deputy Prosecuting Attorney