

RESOLUTION NO. 2233 – EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN COWLITZ COUNTY AND CITY OF LONGVIEW

Bridge Inspection Services

THIS AGREEMENT is entered into by and between COWLITZ COUNTY, Washington, (hereinafter called the COUNTY), and the CITY OF LONGVIEW, Washington, a municipal corporation duly organized pursuant to the laws of Washington, (hereinafter called the CITY).

WHEREAS, the CITY does not have adequate personnel or equipment available to complete the following work within their municipal boundaries; and

WHEREAS, the COUNTY has the necessary personnel and equipment and is willing to do said work in consideration of the mutual covenants and agreements herein contained and pursuant to RCW 35.77; RCW 47.24; or RCW 39.34, as applicable.

NOW THEREFORE, IT IS COVENANTED AND AGREED as follows:

1. PURPOSE

The purpose of this agreement is for the COUNTY to provide bridge inspection services to the CITY, as set forth in this agreement.

2. SERVICES

The COUNTY, either through its employees or through qualified contractors, shall provide bridge inspection services to the same standards as provided by the COUNTY in its unincorporated areas. The bridge inspection services shall be in conformance with the current edition of the Washington State Bridge Inspection Manual, or as later amended, as well as all applicable standards set forth by the Washington State Department of Transportation and the Federal Highways Administration.

There is no guarantee the work will meet the satisfaction of the CITY, nor that work deemed unsatisfactory by CITY will be redone without additional compensation to the COUNTY. The COUNTY charges no profit to cover guarantees and does not have total control over traffic, soils, weather, and other factors that might affect the work.

The following services are excluded from this agreement: underwater, under bridge inspection truck, fracture critical and other high cost inspection services.

The COUNTY shall not proceed with any work under this agreement without a written Notice to Proceed from the CITY identifying the Scope of Work to be performed.

3. COMPENSATION

The CITY hereby agrees to reimburse the COUNTY for the costs of the work performed by the COUNTY and its workers, based on the actual cost of services rendered including overhead. These costs shall include, but not be limited to labor, fringe benefits, indirect costs, equipment rental, and materials used in the construction, repair, or maintenance work involved. The COUNTY shall submit to the CITY, a statement of the costs incurred in performance of the work, and within thirty (30) days thereafter, the CITY shall pay to the COUNTY the amount of the statement.

4. ADMINISTRATION

This agreement will be administered by Cowlitz COUNTY. Both parties agree that in the performance of this contract they shall comply with the provisions of RCW 35.77, RCW 47.24, or RCW 39.34, if applicable.

The COUNTY shall not be responsible for assuring that a request for work complies with bidding laws, and other Federal, State and local regulations governing the performance of such work. The COUNTY assumes that any request for work is lawful and assumes no liability should there be irregularities or illegalities in the request for work.

5. 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 the CITY are and will remain employees of the CITY.

6. INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract. No liability shall attach to either party by reason of entering into this agreement, except as expressly provided herein. Each party to this agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this agreement.

With respect to the performance of this agreement and as to claims arising hereunder, each party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the statutory right of each party to contribution as provided in RCW 4.22.040 shall extend to any claim brought by or on behalf of any employee of the other party. This waiver is mutually negotiated by the parties to this agreement, and is made specifically for application in connection with an action brought by one of the parties to enforce its right to contribution, notwithstanding the provisions of RCW 4.22.070 as applicable in a claimant's original action.

7. AMENDMENT

The COUNTY and the CITY 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 the CITY.

8. ASSIGNMENT

It is understood and agreed between the parties that this agreement cannot be assigned, transferred or any portion subcontracted hereunder by the COUNTY without the prior written permission of the Board of County Commissioners of Cowlitz County, Washington, or its designee, and the CITY.

9. THIRD PARTY BENEFIT

This agreement is intended for the benefit of the parties and is not intended to create third party beneficiaries.

10. 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.

11. INTEGRATION CLAUSE

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

12. TERMINATION CLAUSE

This agreement may be cancelled by either party by giving the other party at least thirty (30) days advance written notice. 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. All incurred costs as specified in Section 2 of this AGREEMENT shall be reimbursed to the COUNTY.

13. 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 the CITY in furtherance of this agreement shall remain the property of the CITY. All property shall be returned to its owner upon termination or non-renewal of this Agreement.

14. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: The CITY and the COUNTY will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Boards 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.

15. FILING

This agreement will be filed with the Cowlitz County Auditor's Office.

16. EFFECTIVE DATE

This agreement will take effect when executed by the parties, and will remain in effect until December 31, 2027, unless otherwise terminated or amended.

Executed this ____ day of _____, 2017.

Executed this ____ day of _____, 2017.

CITY OF LONGVIEW

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

City Manager

Joe Gardner, Chairman

APPROVED AS TO FORM:

Dennis P. Webber, Commissioner

James McNamara, City Attorney

Arne Mortensen, Commissioner

ATTEST:

ATTEST:

Kaylee Cody, City Clerk

Tiffany Ostreim
Clerk of the Board

APPROVED AS TO FORM:

Douglas E. Jensen
Deputy Prosecuting Attorney