

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Cowlitz County, Washington, a political subdivision of the State of Washington, acting by and through its Board of Commissioners, (the “County”) and the City of Longview, a municipal corporation organized under the laws of the State of Washington, and wholly situated in Cowlitz County, Washington, (the “City”), on the date shown below.

RECITALS

WHEREAS, County is eligible for and receives special excise taxes (aka lodging tax) which may be used to pay the cost of tourism promotion, defined in RCW 67.28 as activities and expenditures designed to increase tourism, including advertising, publicizing or otherwise distributing information for the purpose of attracting visitors and encouraging tourism expansion; and

WHEREAS, each of the parties to this Agreement are also authorized to expend the special excise taxes for acquisition, construction or operation of tourism-related facilities as defined in RCW 67.28 to include facilities that support tourism, the performing arts, or the accommodation of tourist activities, or to pay or secure the payment of all or any portion of general obligation bonds or revenue bonds issued for such purposes (these include such items as events, attractions, or activities); and

WHEREAS, on May 6, 2014, the Cities of Longview, Kelso, Castle Rock, Kalama and Woodland and Cowlitz County entered into an Interlocal Agreement–Reconstituting & Amending an Agreement dated August 9, 2011. The reconstituted Agreement establishes a collaborative partnership for the promotion of tourism and for the acquisition, construction or operation of tourism-related facilities to stimulate the local economy for the benefit of the businesses and citizens in Cowlitz County; and

WHEREAS, it is the desire of the parties to contribute resources and cooperate to develop a regional vision, plans and projects to diversify tourism programs and activities within the geographical boundaries of Cowlitz County to accomplish more together than can be done separately. This cooperative effort is known as “The Big Idea;” and

WHEREAS, the Cowlitz County Board of Commissioners received a request from the City of Longview for a contribution from the County’s lodging tax in the sum of \$52,248 for the City’s Master WayFinding Signage System effort.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date/Duration: This Agreement shall be effective upon execution by both parties.
2. Purpose: The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for the City’s Master WayFinding Signage System effort. Said project is more particularly described in Attachment “A”, attached hereto and by this reference incorporated into this Agreement (the “Project”).
3. Planning Design/Implementation: The City agrees to complete the Project, no later than December 31, 2018. The County shall have no responsibility for the design or management of said Project. The City shall have the sole authority to determine its design and enter into contracts with consultants and contractors in the manner allowed by law.

4. Financing: Pursuant to this Agreement, County shall pay to the City the sum of \$52,248.00, on or before November 30, 2017. Such funds shall be invested by the City until needed for Project costs. All funds distributed to the City pursuant to this agreement, including interest accruing on the investment of such funds, shall be restricted solely for payment of costs incurred in connection with the Project.

5. Budget: The total cost for the Project is estimated to be \$100,000.00. The City has developed a budget for said Project, will maintain the budget, and will account for all expenditures made for the Project. In consideration of the above described transfer of funds, the City hereby warrants and guarantees that the said Project shall be completed as described herein notwithstanding any cost overruns incurred in the course of the Project.

6. Repayment Guarantees: In the event that tax proceeds have been disbursed to the City and the Project does not proceed or is not completed as anticipated, the City hereby guarantees that it will refund to the County all such proceeds disbursed to it, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool, provided that the City may deduct such amounts as it shall have applied to the Project through the date on which a decision is made not to proceed with or to abandon the Project.

7. Recapture: In the event tax proceeds have been disbursed to the City and the City fails to comply with the terms of this Agreement or to comply with applicable state laws, County reserves the right to recapture funds in an amount necessary to compensate County for the noncompliance, in addition to any other remedies available at law or in equity. This paragraph shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part.

8. Right to Review: This contract is subject to review by federal and/or state auditors. The County shall have the right to review and monitor the financial and service components of the City related to funds disbursed hereunder by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance. The City shall preserve and maintain all records relating to the use of funds received under this Agreement for three (3) years after contract termination, final payment or completion of audit, whichever is later, and shall make them available for such review, within Cowlitz County, Washington, upon request, during reasonable business hours. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

9. Assignments: City shall not transfer, delegate or assign this Agreement or any part thereof without County's prior written consent. Any transfer, delegation or assignment in violation hereof shall be void.

10. Termination: Neither the County nor the City may terminate this Agreement until the Project is complete and payment for said Project is fully satisfied.

11. Indemnification: City shall defend, indemnify and hold harmless the County from and against all claims, whether sounding in contract or in tort, arising out of or in any way related to the subject of this Agreement. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

12. Independent Contractor: City is an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee.

13. No Waiver: Any failure by County strictly to enforce any provision of this Agreement shall not be deemed a waiver of County's right strictly to enforce such provision at a later time, or of any other rights of County hereunder.

14. Conflict of Provisions: In the case of conflict, the more specific provisions of this Agreement shall control.

15. Entire Agreement: This written Agreement constitutes the parties' entire and integrated Agreement.

16. Construction: This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

17. Amendments: No provision of this Agreement may be amended or modified except by a further written document signed by the County and City.

18. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington.

19. Severability: If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

20. Force Majeure: The timing or performance by any party under this Agreement shall be excused during any extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required supplies or materials.

21. Non-Discrimination: The City shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

22. Notices: All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to City: John Brickey, Director
Community & Economic Development Department
City of Longview
P.O. Box 128
1525 Broadway
Longview, WA 98632

If to Cowlitz County: Board of County Commissioners
207 North 4th Ave, Room 305
Kelso, WA 98626

Copy to: Doug Jensen, Chief Civil Deputy PA (or successor)
Cowlitz County Prosecuting Attorney's Office
312 South 1st Ave
Kelso, WA 98626

Copy to: Claire J. Hauge, OFM Director (or successor)
Office of Financial Management
207 4th Avenue North Room 308
Kelso, WA 98626

23. Duty to Submit Agreement to Jurisdictional State Officer or Agency: The requirements of R.C.W. 39.34.050 do not apply to this Agreement as no State Officer or Agency has control over the subject matter of this Agreement.

Dated: October 24, 2017.

BOARD OF COMMISSIONERS OF
COWLITZ COUNTY, WASHINGTON

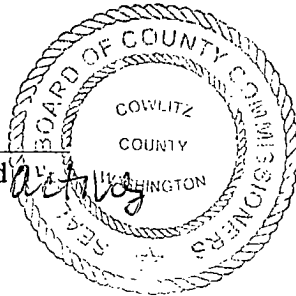
Joe Gardner
Joe Gardner, Chair

Dennis P. Weber
Dennis P. Weber, Commissioner

Arne Mortensen
Arne Mortensen, Commissioner

Attest: 10-24-17
Tiffany Ostreim
Tiffany Ostreim, Clerk of the Board

Approved as to form:
Douglas E. Jensen
Douglas E. Jensen, Chief Civil
Deputy Prosecuting Attorney



CITY OF LONGVIEW

David M. Campbell
David M. Campbell, City Manager

Attest:

Kaylee Cody
Ann Davis, Clerk
Kaylee Cody, City Clerk

Approved as to form:

James McNamara
James McNamara, City Attorney