

**INTERLOCAL AGREEMENT
FOR
PORT OF LONGVIEW GRANT ASSISTANCE**

THIS AGREEMENT is entered into by and between the Cowlitz-Wahkiakum Council of Governments, a municipal corporation (hereinafter referred to as “COG”), and the Port of Longview (hereinafter “Agency”), collectively the “Parties” and individually the “Party.”

RECITALS

WHEREAS COG is a regional planning agency organized under RCW 36.64.080 to serve general and special purpose governments in the Cowlitz-Wahkiakum region; and

WHEREAS Agency seeks assistance with research for and development of applications for grants from a variety of sources; and

WHEREAS COG has the experience, expertise and personnel to assist the Agency with these tasks;

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act, 39.34 RCW, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1 COG agrees to perform and complete the work as described in Attachment A – Scope of Work (hereinafter referred to as “work”), attached hereto and by this reference made a part of this Agreement, as well as, approved addendums as referenced in 2.1.2.
- 1.2 Agency agrees to reimburse COG for the work as provided in Section 3 of this Agreement and as defined in Attachment B – Compensation Rate, attached hereto and by this reference made a part of this Agreement.

2. RESPONSIBILITIES

2.1 COG RESPONSIBILITIES

- 2.1.1 Perform the tasks as outlined in Attachment A Scope of Work upon request by the Agency.
- 2.1.2 COG shall provide a proposed detailed scope of work and defined budget to the Agency in the form of an addendum to this agreement for each grant application.
- 2.1.3 COG shall not begin work on individual grant applications until the detailed scope of work and budget are approved in writing by the Agency.

2.2 AGENCY RESPONSIBILITIES

- 2.2.1 With approval of the proposed detailed scope of work for each grant application, the Agency will designate a Point of Contact and alternate who are knowledgeable of the grant application and available for consultation with COG staff. During the contract period, the

Point of Contact will coordinate research and development of the grant applications to ensure assistance meets Agency's plans, programs and needs for grant assistance.

2.2.2 The Point of Contact/Alternate for the agency shall direct the COG to proceed with preparation of an application and shall provide, at a minimum, weekly consultations with COG staff throughout the development of the grant application.

2.2.3 Agency shall approve in writing both the detailed Scope of Work and budget prior to any preparation work done on the part of the COG.

3. PAYMENT

3.1 The Agency, in consideration of the faithful performance of the services to be provided by COG as described in Attachment A, Scope of Work, agrees to reimburse COG for actual direct and related indirect costs of the work for a not-to-exceed amount of \$26,150.

3.2 The compensation rate for services to be provided by COG is marked Attachment B – Compensation Rates, and is attached hereto and by this reference made a part of this Agreement.

3.3 Upon request of COG and upon COG's submission to Agency of invoices and supporting materials as deemed appropriate by the Agency, payment shall be made by Agency to COG for expenses reasonably and necessarily incurred in performing the work. COG shall request reimbursement not more than one time per calendar month from Agency.

3.4 COG's request for reimbursement to the Agency shall detail the work accomplished during the current billing period as well as a summary of the total costs billed to date. The invoice shall summarize all COG staff time and expenses.

3.5 To ensure payment, COG shall mail via United States Postal Service invoices and appropriate supporting materials to:

Port of Longview
Attn: Accounts Payable
PO Box 1258
Longview, WA 98632

3.6 Agency shall make payment in full to COG within thirty (30) calendar days after its receipt of an appropriate invoice and appropriate supporting materials from COG.

3.7 If there is a change in scope of work to be performed by COG that results in an increase in costs in excess of the maximum amount allowed under section 3.1 herein, the Parties shall enter into an amendment to this Agreement to document the change in scope and to increase the maximum amount reimbursable under this Agreement.

3.8 COG agrees to submit a final invoice to Agency within sixty (60) calendar days after COG has completed the work. At the time of final billing, all necessary adjustments will be made and reflected in the final payment. In the event that such final review or audit reveals overpayment to COG or under billings to Agency, COG agrees to refund any overpayment to the Agency within thirty (30) calendar days after receipt of an invoice from Agency, and Agency agrees to reimburse the under-billed amount to COG within thirty (30) calendar days after Agency's receipt of an invoice.

4. AMENDMENT

4.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and understandings, agreements and representations not contained in this Agreement shall not be binding on either Party. Either Party may request changes to the provisions of this Agreement. Such changes that are mutually agreed upon shall be incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

5. TERMINATION

5.1 This Agreement shall terminate December 31, 2013 or earlier if agreed to in writing by the Parties, except as set forth below in this section. The term of this Agreement may be modified and continued by amendment for work beyond this date at the discretion of the Parties.

5.2 Either Party may terminate this Agreement at any time in the event the other Party fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement, including, but not limited to, if either Party fails to make reasonable progress on the work or other violation of this Agreement that endangers substantial performance of the work. The Parties shall serve written notice of a Party's intent to terminate this Agreement setting forth in detail the reasons for such termination. The Party receiving such notice of intent to terminate shall be given the opportunity to remedy the default within fifteen (15) calendar days of receipt of such notice. If the default is not cured within the designated time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

5.3 Either Party may terminate this Agreement for convenience and without cause upon thirty (30) calendar day's written notice to the other Party. The Agency shall pay in full for all services provided up to the date of termination of this Agreement.

6. PARTY CONTACTS

6.1 All contact between the Parties, including, but not limited to, Agreement administration, will be between the representatives of each Party, or their designee, as follows:

COG	AGENCY
<i>Representative:</i> Melissa Taylor, Planning Manager Designee: Jennifer Keene, Economic Dev Plnr II	<i>Representative:</i> Geir-Eilif Kalhagen, Chief Executive Officer
<i>Mailing Address:</i> 207 – 4 th Avenue N. Kelso, WA 98626	<i>Mailing Address:</i> PO Box 1258 Longview, WA 98632
<i>Phone/Fax:</i> Telephone: (360) 577-3041 FAX: (360) 425-7760	<i>Phone/Fax:</i> Telephone: (360) 425-3305 FAX: (360) 425-8650
<i>E-mail:</i> mtaylor@cw cog.org jkeene@cw cog.org	<i>E-mail:</i> gekalhagen@portoflongview.com

7. NOTIFICATIONS

7.1 Any notice required pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the individual(s) identified in Section 6.1 herein unless otherwise indicated in writing by the Parties to this Agreement.

8. INDEMNIFICATION

8.1 Each Party to this Agreement shall protect, defend, indemnify, and hold harmless the other Party, its officers, employees and agents, while acting within the scope of their employment as such, from any and all costs (including reasonable attorneys' fees and costs), claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each of the Party's own negligent acts or omissions with respect to the provisions of this Agreement. No party will be required to indemnify, defend, or save harmless the other Party if the claim, suit or action for injuries, death or damages (both to persons and/or property) is caused by the sole negligence of the Party. Where such claims, suits or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligent acts or omissions. Each Party waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other Party and its agencies, officials, agents or employees.

8.2 The indemnification obligation described in this section shall survive the termination of this Agreement.

9. INSURANCE

9.1 Both parties agree to maintain General Liability Insurance, Automotive Liability Insurance and Worker's Compensation coverage for its respective employees.

10. DISPUTES

10.1 The designated representatives herein under Section 6 of this Agreement shall use their best efforts to resolve disputes between the Parties. If these individuals are unable to resolve a dispute, the Parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of litigation. Each Party shall bear its own costs and one-half of the cost of the third party mediator.

11. VENUE

11.1 This Agreement shall be deemed to be made in the County of Cowlitz, State of Washington, and the legal rights and obligations of the Parties shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the superior court situated in the County of Cowlitz, State of Washington.

12. ATTORNEY FEES AND COSTS

12.1 In the event a suit or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its fees of attorneys', paralegals', accountants' and other experts' fees and all other fees, costs and expenses

actually incurred and reasonably necessary in connection therewith. In the event of a suit, action, arbitration or other proceeding, the amount thereof shall be determined by the judge or arbitrator, and shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

13. SEVERABILITY

13.1 If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder shall not be affected.

14. ASSIGNMENT

14.1 Neither this Agreement nor any interest therein may be assigned by either Party without first obtaining the written consent of the other Party.

15. NONDISCRIMINATION

15.1 No person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation or handicapped condition, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Agreement.

16. RECORD RETENTION AND AUDIT

16.1 During the progress of the work and for a period of not less than six (6) years from the date of final payment to COG, the records and accounts pertaining to the services under this Agreement and accounting thereof shall be kept available for inspection and audit by the Parties, City, State and/or Federal Government, and copies of all records, accounts, documents, or other data pertaining to this Agreement will be furnished upon request. The Parties shall have full access to and right to examine and copy said records during normal business hours and as often as it deems necessary. The Parties agree that the services performed herein are subject to audit by either or both Parties.

17. COPYRIGHTS


17.1 Copyright of all material created by COG and paid for with funds as a part of this Agreement shall be deemed the property of the Agency authored by COG. Either Party may use the material and permit others to use such for any purpose consistent with the Party's respective mission. This material includes, but is not limited to, documents, reports, books, videos, pamphlets, sound reproductions, photographs, studies, surveys, tapes and training material. Materials used to perform the services and create the deliverables of this Agreement that are not created for or paid for through this Agreement shall be owned by such party as determined by law. The legal owner thereof hereby grants a perpetual, unrestricted, royalty free, non-exclusive license to the other party to use and to permit others to use for any purpose consistent with the respective mission said material.

18. AUTHORIZED SIGNATURES

18.1 The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the late date written below.

**COWLITZ-WAHKIAKUM
COUNCIL OF GOVERNMENTS**


By: Melissa Taylor, Acting Director

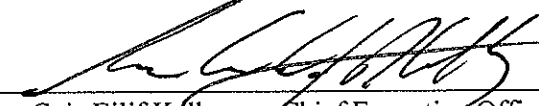
Date 060413

ATTEST:


By: Anisa Kisamore, Office Administrator

Date 060313

PORT OF LONGVIEW


By: Geir-Eilif Kalhagen, Chief Executive Officer

Date 6-7-13

ATTEST:


By: Robin Johnson, Executive Assistant

Date 6-7-13

**SCOPE OF WORK
FOR
PORT OF LONGVIEW GRANT ASSISTANCE**

A1. OBJECTIVE

To assist the Agency with grant research and, as directed, preparation of grant applications to a variety of funding sources.

A2. WORK TASKS

1. Coordinate with Agency to identify the nature, type and projected timing of projects and programs for which grant sources are to be researched. Potential funding sources will be explored for projects related to environmental restoration, brown fields development, infrastructure related to secondary use of the Agency, marine terminals, trade access mitigation, operational Agency security, emergency management, community public relations, community enhancement and amenities, environmental education, partnerships for recreation, historical/interpretive facilities and nature features, workforce development related to Agency industries, and social enterprises that build skills and experience for low and moderate income persons.
2. Undertake grant research of federal, state and other relevant sources of funds. Grant and loan programs will be considered. Likely source include, but are not limited to, the U.S. Department of Transportation (Federal Highway Administration, Federal Railroad Administration), U.S. Department of Commerce (Economic Develop Administration and other departments), Federal Emergency Management Administration (FEMA), Homeland Security, Environmental Protection Agency, U.S. Coast Guard, U.S. Department of Energy, Washington State Departments of Commerce, Ecology, Health and/or Transportation, and the Washington Office of Recreation and Conservation Office (in partnership with other local governments).
3. Advise staff of the characteristics, time frames and deadlines of potential grant sources.
4. Develop a proposed scope of work for each grant/loan to be prepared on behalf of the Agency, identifying key roles and responsibilities as well as anticipated costs.
5. Upon Agency approval of proposed scope of work for any given grant or loan, prepare application for grant or loan funds and assist with identifying and securing any letters of support needed or beneficial to the success of funding award.
6. Prepare a quarterly narrative report on the progress and status of research, applications and related information for each application; reporting to the Port Commission, if requested by staff.
7. Other related tasks, as requested.

A3. DELIVERABLES

1. Quarterly listings of grant and loan programs that may be of interest to the Agency.

2. Individual grant application scopes of work will define the specific deliverables required, but in general will:
 - a. Provide weekly status updates once an application is underway via written, and/or email correspondence;
 - b. Provide at least one complete draft application for Agency staff to review at a minimum of three weeks prior to grant submission deadline, unless it is defined otherwise in the scope of work; and
 - c. Provide final, completed application documents along with all associated and supporting application materials to the identified funder.

**COMPENSATION RATES
FOR
PORT OF LONGVIEW GRANT ASSISTANCE**

The following rates are applicable for the 2013 calendar year.

LEAD PLANNER:

<i>Position</i>	<i>Rate Range</i>
Jennifer Keene, Economic Development Planner II	\$56.87-\$57.41

SERVICE COORDINATOR RATES:

<i>Position</i>	<i>Rate Range</i>
Planning Manager	\$79.49-80.25
Planner III	\$61.02-75.11
Planner II	\$52.25-61.70
Support Staff	\$44.61-56.05