

INTERGOVERNMENTAL AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between the Port of Longview, hereinafter referred to as the "Port," a municipal corporation under the laws of the State of Washington, and the Lower Columbia College, hereinafter referred to as "College," an institute of higher education the State of Washington and jointly referred to as "the Parties".

RECITALS

WHEREAS, RCW § 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage, and

WHEREAS, the Parties have a shared interest in providing resources for community education by providing the use of a College bus and College provided driver for community tours of the Port; and

WHEREAS, the Parties have agreed that renting a College owned bus and driver to the Port of Longview may benefit the community by promoting education through Port tours; and

WHEREAS, the Parties agree that the rental of a College owned bus for the purpose of conducting Port tours provides a mutual benefit to the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF WORK

- 1.1 The College has agreed to permit the use by the Lower Columbia Athletic's Bus for the Port's Centennial Festival tours.
- 1.2 The College shall provide a driver of the bus at no additional cost to the Port.

2. QUANTITIES AND SCHEDULE

- 2.1 A College owned bus and driver shall be provided on July 31, 2021.
- 2.2 The time of bus delivery and duration of use on July 31, 2021 shall be mutually agreed upon by Port office of External Affairs and the office of the Vice President of Administration.
- 2.3 Future use of College owned bus and College provided driver shall be agreed to by both Parties and shall be governed by the terms of this Agreement.

3. PROJECT COSTS

- 3.1 The Port agrees to pay the College a lump sum fee of \$500 per day for the use of the College bus with a College provided driver.
- 3.2 Other than the above obligations related to Project Costs, no financial terms or budget are necessary or provided for in this Agreement. The Parties will be responsible for their own costs associated with this Agreement.

4. COMMUNICATION

- 4.1 The Port agrees to notify the College of the need of a bus.
- 4.2 Upon receiving a request for the use of a bus, the College, at its sole discretion, shall notify the Port of the availability of a bus and its willingness to permit its use and College provided driver.

5. TERMS AND CONDITIONS

5.1 AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

5.2 NOTIFICATION

Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated by the Parties to this Agreement:

To the Port: Port of Longview
Attn: Kara Metzger
10 International Way
Longview, WA 98632
kmetzger@portoflongview.com
360-425-3305

To the College: Lower Columbia College
Attn: Nolan K. Wheeler
1600 Maple Street
Longview, WA 98632
nwheeler@lowercolumbia.edu
360-442-2201

The above contacts will be the administrators of this Agreement under RCW 39.34.030(4)(a).

5.3 DURATION OF AGREEMENT

This Agreement shall remain in force until December 31, 2022. Upon such, the Port and College have the option to renew, modify and renew, or not execute a future Agreement.

5.4 TERMINATION OF AGREEMENT

- 5.4.1 Either of the Parties may choose to terminate this Agreement by notifying the other in writing 30 days prior to termination as provided for herein.
- 5.4.2 Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Section shall not relieve the Parties of liability for any obligation previously incurred.

5.5 RECORDS RETENTION AND AUDIT

During the progress of the work on the Project and for a period not less than six (6) years from the date of the termination of this Agreement, the records and accounts pertaining to the Project and accounting thereof are to be kept available for inspection and audit. In the event of litigation, claim,

or audit, the records and accounts, along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the initial six-year retention period. This provision is not intended to alter or amend records retention requirements established by applicable state and federal laws.

5.6 DISPUTES

The designated representatives herein under Section 5.2 NOTIFICATION, shall use their best efforts to resolve disputes between the Parties. If the designated representatives are unable to resolve a dispute, the matter shall be reviewed by the department director or chief executive officer of each Party or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

5.7 NO THIRD-PARTY BENEFICIARY

This Agreement is entered into solely for the mutual benefit of the Parties. This Agreement is not entered into with the intent that it shall benefit any other person or entity and no other such person or entity shall be treated as a third-party beneficiary of this Agreement.

5.8 RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

5.9 DOCUMENT EXECUTION AND POSTING

Copies of this Agreement shall either be filed with the Cowlitz County Auditor's Office after execution or posted on each Parties' website listed by subject or other electronically retrievable public source, as allowed by RCW 39.34.040, and shall be filed with the respective Party authorities.

5.10 INDEMNIFICATION AND HOLD HARMLESS

5.10.1 To the maximum extent permitted by law, each Party shall protect, defend, indemnify, and hold harmless the other Parties, their officers, officials, employees, and agents from any and all costs, claims, demands, suits, actions, judgements, and/or awards of damages, including but not limited to reasonable attorney's fees, to the extent arising out of, or in any way resulting from the negligent acts or omissions of the other Party related to this Agreement.

5.10.2 Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement

5.10.3 College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against College and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW, but if not so paid from this account, College remains obligated for any such claim under this Agreement. No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein.

5.10.4 The indemnification, hold harmless, and/or waiver obligation described in this Agreement in Section 5.10 shall survive the termination of this Agreement.

5.11 SEVERABILITY

The provisions of this Agreement are hereby declared to be separate and severable, and the invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Agreement or the invalidity of its application to any person or circumstance shall not affect the validity of its application to other persons and circumstances.

5.12 VENUE

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 County of Cowlitz, State of Washington.

5.13 LEGAL RELATIONS

5.13.1 Independent Municipal Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No separate legal or administrative entity is created by this Agreement. No joint venture or partnership is formed as a result of this Agreement. No employees or agents or any Party shall be deemed or represent themselves to be employees of the other Party.

5.13.2 Legal obligations. This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law.

5.13.3 Timely Performance. The requirements of this Agreement shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

5.14 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this Agreement. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement which shall be effective upon the date of recording.

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PORT OF LONGVIEW

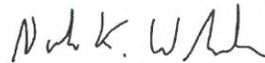


Dan Stahl
Chief Executive Officer

7-14-21

Date

LOWER COLUMBIA COLLEGE



Nolan K. Wheeler
Vice President of Administration

7/13/2021

Date

ATTEST



Robin Johnson
Executive Assistant