

**INTERLOCAL AGREEMENT – PRINTING SERVICES
BETWEEN COWLITZ COUNTY AND THE PORT OF LONGVIEW**

THIS AGREEMENT is entered into between Cowlitz County, a municipal corporation acting by and through its Board of Commissioners (hereinafter County) and The Port of Longview, a public agency organized under the laws of the State of Washington (hereinafter Port). The Port has a need to produce printed material related to its operations and programs, and County has the capacity to produce the printed materials desired by the Port.

TERMS AND CONDITIONS

1. Services. Cowlitz County will provide non-exclusive general printing, design, binding and finishing, photographic, multimedia duplication and related services for the Port as may from time-to-time be requested by the Port.

2. Original Documents, Artwork, Negatives. The Port may provide original documents, artwork and/or negatives (further referenced as originals) to the County. All originals, whether provided by the Port or generated by the County, are the property of the Port and must be returned to Port at time of delivery of the final product. In the event that originals are lost by the County, the County shall not be responsible for costs incurred by the Port in the replication of same.

3. Delivery. The parties will mutually agree on timing of delivery of services. If an acceptable time frame cannot be agreed upon, the County reserves the right to decline the work. The County will not be responsible to provide for pickup and delivery.

4. Quality Specifications. Document quality will meet industry standards in terms of readability and overall appearance. The Port will have the right to review and approve proofs before final printing.

5. Charges for Materials, Supplies and Services; Payment. The County will charge the Port for all actual direct and indirect costs of the services, including costs of material, supplies and labor required to produce the product. In addition, the County shall charge overhead at the rate in effect at the time of the work. Prior to beginning work, the County will endeavor to furnish to the Port a projected cost. Work will not begin until the County has received written approval to proceed.

Invoices will be paid within thirty (30) days after receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a final invoice, whichever date is later. This section does not preclude and is not intended to restrict the requirement of a down-payment or partial payments that may be required on large or complex jobs.

6. Independent Capacity and Hold Harmless. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents

of that party and shall not be considered for any purpose to be employees or agents of the other party. The Port shall defend, protect and hold harmless County, or any employees thereof, for and against all suits or actions arising from printing jobs under this Agreement, which allege libel or slander, injury to persons or property, violation of a right of confidentiality, or use or reproduction of any kind which constitutes an infringement of any copyright, patent trademark or trade name. This Agreement shall be governed by the laws of the State of Washington, with venue proper only in Cowlitz County.

7. Term, Termination and Amendment. Performance under this Agreement shall commence on the date below-inscribed, and continue until either party decides to terminate. Either party may terminate this Agreement upon 30 days prior written notification to the other party. If terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. This Agreement may only be amended by mutual agreement of the parties. This Agreement contains all the terms and conditions agreed upon by the parties, and no other understandings, oral or otherwise, shall be deemed to exist or to bind any party herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year written below.

DATED: April 18, 2017.

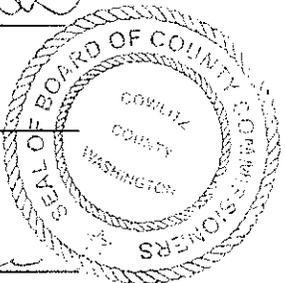
**BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON**

Joe Huber
Chairman

Dennis Miller
Commissioner

Opposed
Commissioner

Attest:
Tiffany Ostreim
Tiffany Ostreim, Clerk of Board



PORT OF LONGVIEW

Norman G. Krehbiel
By: Norman G. Krehbiel

Chief Executive Officer
Title: Chief Executive Officer

06 April 2017
Date

Mailing Address:
10 Port Way, Longview, WA 98632

PREVIOUSLY APPROVED AS TO FORM
BY PROSECUTING ATTORNEYS OFFICE