

**BEFORE THE BOARD OF COMMISSIONERS
FOR LEWIS COUNTY, WASHINGTON**

IN RE: APPROVING AN INTERLOCAL AGREEMENT)
 BETWEEN LEWIS COUNTY AND THE COWLITZ/) RESOLUTION NO. 10 - 292
 WAHAKIUM COUNCIL OF GOVERNMENTS FOR)
 PROFESSIONAL SERVICES, NOT TO EXCEED)
 \$10,000)

WHEREAS, the Cowlitz/Wahkiakum Council of Governments (CWCOG) and Lewis County are both political subdivisions of the State of Washington, and desire to enter into an Agreement pursuant to the Inter-local Cooperation Act, RCW Chapter 39.34, to address funding, aid and assistance; and

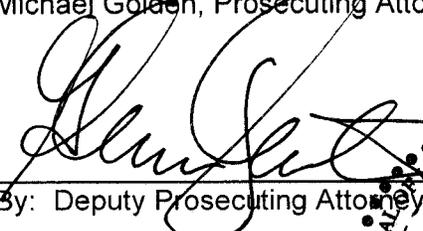
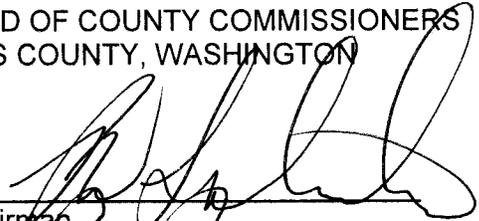
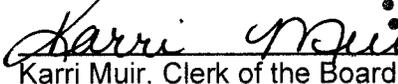
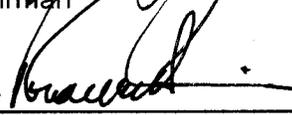
WHEREAS, the parties desire to enter into an agreement regarding the terms and conditions under which the CWCOG may provide professional planning services and assistance to Lewis County to facilitate planning efforts in conjunction with the South County Subarea Plan; and

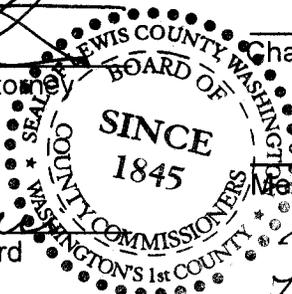
WHEREAS, the Board of County Commissioners has had an opportunity to review the Interlocal Agreement, attached as "Attachment A"; and

WHEREAS, it appears to be in the best public interest to approve and authorize this Interlocal Agreement with the CWCOG; **NOW THEREFORE**

BE IT RESOLVED that the Board of County Commissioners of Lewis County hereby approves of the terms and conditions of the attached Interlocal Agreement, not to exceed \$10,000, and hereby authorizes the Chairman of the Board to execute the agreement on behalf of the County, to become effective immediately.

PASSED IN REGULAR SESSION this 22nd day of November, 2010.

APPROVED AS TO FORM: Michael Golden, Prosecuting Attorney	BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY, WASHINGTON
 By: Deputy Prosecuting Attorney	 Chairman
ATTEST:  Karri Muir, Clerk of the Board	 Member
	 Member



Resolution No. 10- 292

Attachment A

**Interlocal Agreement Between Lewis County and the
Cowlitz/Wahkiakum Council of Governments.**

**AN INTERLOCAL AGREEMENT
BETWEEN LEWIS COUNTY AND
THE COWLITZ/WAHKIAKUM COUNCIL OF GOVERNMENTS
FOR PLANNING SERVICES**

THIS AGREEMENT is made and entered into this 15 day of November, 2010, by and between LEWIS COUNTY, WASHINGTON, a municipal corporation and political Subdivision of the State of Washington, hereinafter referred to as the "County," and the COWLITZ-WAHKIAKUM COUNCIL OF GOVERNMENTS, WASHINGTON, a municipal corporation, hereinafter referred to as the "COG," under authority of the Interlocal Cooperation Act, Chapter 39.34 RCW.

WITNESSETH:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services that each is by law authorized to perform; and

WHEREAS, the County is required and chooses to perform comprehensive planning under the Growth Management Act, Chapter 36.70A RCW; and

WHEREAS, the COG is a regional planning body, providing planning services consistent with Washington State laws; and

WHEREAS, the COG and County find it mutually beneficial and in the public interest to enter into an interlocal services agreement for the COG to provide certain planning services to the County that it is currently unable to perform;

NOW, THEREFORE, THE COG AND COUNTY agree as follows:

TABLE OF CONTENTS

SECTION 1	Purpose, Term and Extension of Agreement
SECTION 2	Scope of Planning Services
SECTION 3	Financial Administration
SECTION 4	Responsibilities of the COG
SECTION 5	Responsibilities of the County
SECTION 6	Administration
SECTION 7	Dispute Resolution
SECTION 8	Independent Contractor
SECTION 9	Hold Harmless/Indemnification
SECTION 10	Assignments/Subcontracting
SECTION 11	Non-discrimination
SECTION 12	No Third Party Beneficiary
SECTION 13	Notice
SECTION 14	Waiver
SECTION 15	Entire Agreement
SECTION 16	Amendment and Termination
SECTION 17	Document Execution and Filing
SECTION 18	Severability

SECTION 1. PURPOSE, AND TERM OF AGREEMENT. The purpose of this Agreement is to ensure high quality and uninterrupted planning services to the citizens of Lewis County during the south county subarea planning process. This agreement shall commence on the date of signature by both parties, and will end on or before December 31, 2010, unless extended by mutual agreement, in writing, as an extension of this Agreement.

SECTION 2. SCOPE OF PLANNING SERVICES. The scope of services provided by the COG addressed by this Agreement shall be as specified in Sections 4 & 5 of this Agreement, and any attached Appendix or Amendment incorporated herein by reference as fully set forth.

SECTION 3. FINANCIAL ADMINISTRATION.

- 3.1 The fair costs for provision of such planning services shall be provided at the rate of \$53.00 per hour, inclusive of all salary, benefits and overhead for supplies, computer, telephone and other office expenses, plus any eligible reimbursement for mileage for COG-provided transportation to meetings and other functions as may be agreed in advance, consistent with the scope of services included in Sections 4 & 5, and at a rate consistent with the State of Washington mileage reimbursement rate under § 4.4.
- 3.2 Costs for copies of material shall be in addition to the base \$53.00 per hour cost.
- 3.3 Invoices for eligible services, reimbursable travel and copy costs may be submitted to the County on a monthly-basis and shall include a detail of work performed, reimbursable time for each work product, and any eligible travel or copy costs, including mileage, purpose of travel, number of copies, cost per copy and reason for said copies.
- 3.4 The total amount for the services, including salary, benefits, overhead for supplies, computer, telephone and other office expenses, mileage and copies shall not exceed \$10,000.

SECTION 4. RESPONSIBILITIES OF THE COG. The COG agrees to provide the following planning services to the County through COG's planning division:

- 4.1 Senior planning services not to exceed eighty (80) hours during the initial term of this Agreement, to assist the County in completion of the south county subarea plan.
- 4.2 Provision for the availability of a properly trained and experienced senior land-use planner familiar with the County subarea planning project available for up to five hours work per week.
- 4.3 The COG shall furnish and supply all necessary labor, supervision, equipment, communication services and supplies, and such administrative services as are necessary to provide planning services consistent with the needs of the County and this agreement.
- 4.4 The COG shall make available a planner for the period of this agreement who shall coordinate with the County on work assignments, hours of work and any expected work-products.
- 4.5 If regular meetings are deemed necessary by the County they will be arranged by the County Director of the Department of Community Development and with the COG Director.
- 4.6 The respective parties may agree to informally coordinate such duties and responsibilities, hours and work products as may be necessary to carry out the terms of this Agreement.

SECTION 5. RESPONSIBILITIES OF THE COUNTY. The County agrees to meet the following responsibilities under this Agreement:

- 5.1 The County shall coordinate with the COG for use of personnel under this agreement and shall provide a schedule of work at least one week in advance or as agreed by the administrators.

- 5.2 The County shall provide for timely payment for the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by the COG.

SECTION 6. ADMINISTRATION. This Agreement shall be administered by the Director of the COG and by the Director or acting Director of the Lewis County Department of Community Development.

SECTION 7. DISPUTE RESOLUTION.

- 7.1 In the event of a dispute between the COG and County regarding the delivery of services under or administration of this Agreement, a representative of the COG and the County Department of Community Development shall review such dispute and options for resolution. Any dispute not resolved by these representatives shall be referred to the COG Director and to the County Board. Any agreed decision by the COG Director and County Board regarding the dispute shall be binding on the parties.
- 7.2 If any dispute arising out of or relating to this Agreement or an alleged breach of this Agreement cannot be resolved by the COG Director and County Board, such dispute may be submitted for mediation by a third party mediator agreed to by the parties. If not resolved through mediation, a dispute shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Ch. 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 7.3 For purposes of this section, any actions or decisions made by the County Department of Community Development shall be subject to the ratification of the Board of County Commissioners.

SECTION 8. INDEPENDENT CONTRACTOR. As used in this Agreement, "County" means the party that solicits and pays for services, and "COG" means the party that contracts to provide those services. The COG is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in the Agreement. Nothing herein nor in any of the Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between the COG and County or between any of the COG's employees or agents. The COG shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the COG pursuant to this Agreement. Nothing in this Agreement shall make any employee of the County an employee of the COG or any employee of the COG an employee of the County for any purpose, including but not limited to: withholding of taxes; payment of benefits; workers compensation pursuant to Title 51 RCW; or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 9. HOLD HARMLESS/INDEMNIFICATION.

- 9.1 The COG in this Agreement agrees to indemnify, defend, save and hold harmless the County, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including cost, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the COG of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or course of action is brought against the County, the County retains the right to participate in said suit if any principle of public law is involved. This indemnity and hold harmless shall include any claim made against the County by an employee of the COG or subcontractor or agent of the COG, even if the COG is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

9.2 The County in this agreement agrees to indemnify, defend, save and hold harmless the COG, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including cost, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the County of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or course of action is brought against the COG, the COG retains the right to participate in said suit if any principle of public law is involved. This indemnity and hold harmless shall include any claim made against the COG by an employee of the County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

SECTION 10. ASSIGNMENTS/SUBCONTRACTING. Neither the COG nor the County shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other party. The COG shall not subcontract for the provisions of any services it is to provide the County under this Agreement without the prior written consent of the County.

SECTION 11. NON-DISCRIMINATION. In connection with the provision of services pursuant to this Agreement, the COG shall not discriminate against any employee or applicant for employment or against any consumer of an applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or ~~other~~ or actual sexual orientation. The County and COG each certify that it is an Equal Opportunity Employer.

*instead of
"of"*

SECTION 12. NO THIRD PARTY BENEFICIARY. The COG does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the COG. The COG and County do not intend that there be any third-party beneficiary to this Agreement.

SECTION 13. NOTICE. Any notices to be given under this Agreement shall, at a minimum, be delivered, postage prepaid and addressed to:

To the County:

Lewis County Department of Community Development
2025 NE Kresky Ave.
Chehalis, WA 98532

Attention: Robert A. Johnson, Department Director

To the COG:

Cowlitz/Wahkiakum Council of Governments
207 4th Ave. North, Admin. Annex
Kelso, WA 98626

Attention: Steve Harvey, Director

The name and address to which notices shall be directed may be changed by either the COG or County by giving the other party notice of such change as provided in this section.

SECTION 14. WAIVER. No waiver by either party of any term or condition of this Agreement or agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 15. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreement(s) shall be effective to the contrary.

SECTION 16. AMENDMENT AND TERMINATION. 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 both parties. Either party may terminate this agreement for public convenience upon not less than sixty (60) days prior written notice to the other party.

SECTION 17. DOCUMENT EXECUTION. The COG and County agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the COG and County. Upon execution, the executed duplicate original of this Agreement shall be returned to the COG. Upon receipt by the COG of the duplicate original, each such duplicate original shall constitute an Agreement binding upon both the COG and County.

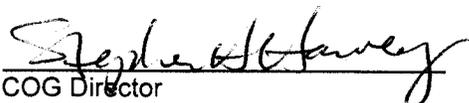
SECTION 18. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, THE COG and County have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement.

Agreements to be dated as of the 15th day of November, 2010, the same being subject to ratifying legislative actions of the respective parties hereto.

COWLITZ-WAHKIAKUM
COUNCIL OF GOVERNMENTS
a municipal corporation

DEPT. OF COMMUNITY DEVELOPMENT
FOR LEWIS COUNTY, WASHINGTON

By: 
COG Director

By: 
Director of Community Development

Attest:

Approved as to form:
Michael Golden, Prosecuting Attorney

By: 
Administrative Secretary

By: 
Deputy Prosecuting Attorney