

**INTERLOCAL AGREEMENT  
FOR INSTALLATION OF  
A TRAFFIC SIGNAL AT 15<sup>TH</sup> AVENUE AND MARK MORRIS COURT**

This Interlocal Agreement is made and entered into by and between LONGVIEW SCHOOL DISTRICT NO. 122, COWLITZ COUNTY, WASHINGTON, a first-class district (DISTRICT), and the CITY OF LONGVIEW, WASHINGTON, a municipal corporation (CITY), pursuant to Chapter 39.34 Revised Code of Washington.

BACKGROUND

- A. The CITY was awarded a grant from the Washington State Department of Transportation to install a traffic signal at the intersection of 15<sup>th</sup> Avenue and Mark Morris Court.
- B. The estimated project cost to install the signal is \$327,000.
- C. The grant award is \$294,000, with a required local match \$33,000.

**SECTION 1. RECITALS**

1.1. The CITY will perform administration, engineering, construction contract administration, inspection, and all other tasks necessary to complete installation of a traffic signal at the intersection of 15<sup>th</sup> Avenue and Mark Morris Court in accordance with state law and the grant conditions.

1.2. After a construction contract has been executed between a contractor and the CITY, the DISTRICT shall pay to the CITY the amount of \$15,000 to be applied toward the local match. Such amount shall be paid to CITY within sixty (60) calendar days of notification by the CITY. The CITY shall provide all remaining funds for the local match, regardless the total project cost and final local match amount.

1.3. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.

1.4. This agreement shall take effect upon approval by the CITY and the DISTRICT.

**SECTION 2. GENERAL PROVISIONS**

2.1 Neither party shall, by virtue of this Agreement, acquire any proprietary or governmental interest in the infrastructure of the other party.

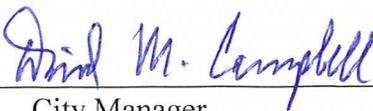
2.2 The CITY shall hold harmless, indemnify, and defend the DISTRICT, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of the Longview's negligence in the performance of its obligations under this Agreement. The DISTRICT shall hold harmless, indemnify, and defend the City, its officers, officials, employees and agents, solely for third party claims relating to bodily

injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of the DISTRICT's negligence in the performance of its obligations under this Agreement. The CITY's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of the DISTRICT, its officers, officials, employees or agents. The DISTRICT's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of CITY, its officers, officials, employees or agents. In the event of the concurrent negligence of the parties, each Party's obligations hereunder shall apply only to the percentage of fault attributable to that Party, its officers, officials, employees or agents. The provisions of this Section 2.2 shall survive the expiration or termination of this Agreement and completion of the request for services.

- 2.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 2.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.
- 2.5 The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until final completion of the traffic signal or until terminated by a party as provided in this Agreement.
- 2.6 Any party to this Agreement may terminate its participation in the Agreement by giving the other party to the Agreement 30 days written notice of such intent to terminate. No refund of the District's payment shall be made after it is received by the CITY.
- 2.7 No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- 2.8 A copy of this Interlocal Agreement shall be filed with the Cowlitz County Auditor's Office.

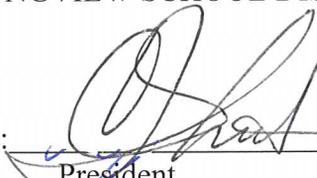
Dated 3/10/16

THE CITY OF LONGVIEW

By:   
City Manager

Dated 2/22/2016

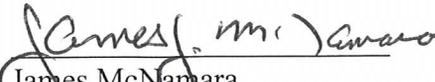
LONGVIEW SCHOOL DISTRICT NO. 122

By:   
President  
Board of Directors

Approved as to form:

By: \_\_\_\_\_

Secretary  
Board of Directors

  
James McNamara  
City Attorney

Approved as to form:

\_\_\_\_\_