

Resolution No. 2276

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CONSOLIDATED DIKING IMPROVEMENT DISTRICT #1 FOR CONSTRUCTION OF A DEBRIS SCREEN AT 36TH AVENUE

WHEREAS, it is to the mutual benefit of the City of Longview and Consolidated Diking Improvement District #1 to enter into an interlocal agreement to construct a debris screen on the Cutoff Slough culverts at 36th Avenue; and

WHEREAS, the interlocal agreement provides for the parties to share equally in the cost of constructing the debris screen.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:


1. Section 1. The City Manager is authorized to execute the agreement with Consolidated Diking Improvement District #1 to construct a debris screen on the Cutoff Slough culverts at 36th Avenue, which is attached as Exhibit A and forms a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 23rd day of August, 2018.



Mayor

ATTEST:



City Clerk

INTERLOCAL AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
DEBRIS SCREEN ON CUTOFF SLOUGH AT 36TH AVENUE

This Agreement is made and entered into this 5th day of September, 2018, by and between CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 1 of Cowlitz County, Washington, (CDID) and the CITY OF LONGVIEW, WASHINGTON (CITY).

WITNESSETH:

BACKGROUND

- A. The twin culverts carrying the Cutoff Slough under 36th Avenue within the city of Longview collect vegetation, woody debris, garbage, and the occasional beaver dam. Access to remove debris is difficult and dangerous for CDID #1 staff, and the accumulation of debris increases the risk of upstream flooding.
- B. CDID #1 proposes constructing a debris screen on the upstream face of the culverts (Project) to improve their ability to maintain free flow through the culverts and minimize the risk of flooding upstream of the culverts during rain events.
- C. The CITY supports this Project to improve drainage within the city of Longview.
- D. The parties agree to an equal division of the costs for the Project.

Now, therefore, the parties hereto agree as follows:

1. Purpose.

- A. CDID #1 will design, award the construction contract, and manage construction of the Project in accordance with applicable federal, state, and local regulations, and the CDID #1 design. The estimated cost of the Project is \$30,000.
- B. Upon Project completion, operation and maintenance of the debris screen shall become the responsibility of CDID #1. Should replacement of the debris screen be required in the future, it is the intent of the parties that the CITY and CDID #1 share equally in such future replacement.

2. Financing. CDID #1 and the CITY shall share equally in all costs incurred in carrying out the terms of this Agreement. CDID #1 shall bill the CITY upon completion of construction of the Project, and CITY shall remit payment within thirty (30) days of receipt of the bill. Change orders and other cost increases shall be discussed and mutually approved by the parties prior to implementation. CITY shall have the right to review and approve all costs included in the Project billing. Any disputed costs shall be discussed and resolved by mutual agreement.

3. Term. 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 all obligations contemplated by this Agreement have been satisfied.

4. Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

5. Statutory Compliance. Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.

6. Hold Harmless. Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes 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.

7. Binding Effect. This Agreement shall be binding upon the parties hereto upon execution hereof by the authorized representatives of each entity.

Dated 8/27/2018

Dated 9/5/18

THE CITY OF LONGVIEW

CONSOLIDATED DIKING
IMPROVEMENT DISTRICT NO. 1,
of Cowlitz County,

By: Hurt Sachs

By: Sherry Bean

Approved as to form:

Approved as to form:

James McNamara
James McNamara
City Attorney

Dave C. Spencer
Dave C. Spencer
Attorney for CDID #1