

South Chehalis/UGA Design (SCUD) Agreement Master Interlocal

This Master Interlocal Agreement under Ch. 39.34 RCW is between local governments in Lewis County, and participating partner entities, for joint planning; conceptual community and economic development work; and resource sharing to improve the public services, public infrastructure, and quality of life in south Chehalis and its southern UGA.

Recitals

- A. The south part of the city of Chehalis its southern UGA are an area in which several local governments have an interest, most notably the City of Chehalis, the Port of Chehalis, Twin Transit, and Lewis County.
- B. This area is expected to undergo rapid residential, commercial, and industrial growth over the next 20 years. The City of Chehalis bears the brunt of this growth, as the utility provider and permitting entity for the area.
- C. The growth is already underway, and its pace is challenging for the City to handle alone. Important infrastructure improvements and other changes will be needed for the area to maintain family-wage jobs, housing attainable in price, well-equipped schools, orderly and minimal traffic, and walkable amenities.
- D. Chehalis should not have to handle this change alone, for it touches upon core purposes of the Port of Chehalis (to increase economic development and provide good-paying jobs in the area), Twin Transit (to improve the mobility and connectivity of all people in the area), and Lewis County (to maintain the roads and promote public welfare and prosperity in the area).
- E. Therefore, these local governments have come together to jointly plan, share resources, generate ideas, and share the burden of grappling with these issues.
- F. Other governments or entities may wish to join this effort. This Agreement is styled as a Master Interlocal that provides a framework for cooperation, to which project- or initiative-specific addenda can be added to delineate roles and responsibilities for those projects or initiatives. Participating jurisdictions or entities (“Participants”) may join the Master Interlocal without necessarily joining any project or initiative, picking only the specific project or initiatives they wish to join (become a “Party” to).

Terms

- 1. Commencement and Duration. This Agreement shall commence at the time of execution by two or more Participants’ governing bodies, and persist so long as there are two or more Participants.

2. Withdrawal. A Participant may withdraw from this Agreement via written notice authorized by the Participant's governing body. Withdrawal is effective 30 days from the date the notice is mailed or emailed to all other Participants as set forth in Paragraph 13.
3. No entity formation. No separate entity is created via this Agreement.
4. Purpose. Participants adopt the Recitals above as the purpose of this Agreement.
5. SCUD Steering Group. Participants shall participate in a South Chehalis/UGA Design (SCUD) steering group, which will meet semi-monthly or as otherwise decided by the steering group. Such participation entails:
 - a. Sending one or more staff to the steering group;
 - b. Having the staff review materials provided by other participants or consultants upon request;
 - c. Internally conferring or acting as needed to give the staff authority for decisions the steering group must make; and
 - d. Responding to requests for information concerning SCUD work or its direction, both within steering group meetings and outside of those meetings as needed.
6. Joint Planning; Collaboration. Through the steering group, Participants shall collaborate on identifying potential projects or studies that support the long-term infrastructure, community, and economic-development needs of south Chehalis and the south Chehalis UGA. Such projects or studies may address:
 - a. Utilities (water, sewer, power, broadband, or stormwater);
 - b. Road, transportation, or multimodal transit;
 - c. Housing or land-use;
 - d. Flood-reduction or hazard-mitigation;
 - e. Annexation or other taxation or regulatory issues;
 - f. Provision of public services; and/or
 - g. Other efforts that will enable family-wage jobs, affordable or attainable housing, well-equipped schools, minimal traffic, ample parking, and/or walkable amenities.

Participants shall also collaborate to identify potential funding sources for these projects or studies both from within the Participants and from external sources.

7. Addendum Proposal. When the steering group has identified a worthy project or study and a sensible proposal for how it should be accomplished and funded, each Participant's steering group staff shall bring the proposal to the Participant's governing body. The Participant's governing body shall consider the proposal and decide whether to become a Party to an Addendum for that project.

8. Project-Specific Resource Sharing; Addenda. No money or property shall be shared via this Master Interlocal Agreement, which sets forth means of cooperation only. Any project or initiative requiring sharing of money or property shall be the subject of an Addendum that sets forth the following, at a minimum, for the specific project or initiative:
 - a. The nature and goals of the project or initiative;
 - b. The Participants involved, called Parties to the Addendum;
 - c. The amount of money or property, if any, each Party will contribute;
 - d. Which Party, respectively, is designated to do each of the following:
 - i. Spearhead any work on that project or initiative;
 - ii. Perform any administrative support tasks for the work;
 - iii. Receive and account for any money or property contributed for the work, and maintain and report on budgets for the work to all Participants in the Master Interlocal Agreement; and
 - iv. Report the project or initiative's progress to all Participants in the Master Interlocal Agreement;
 - e. The means by which Parties may withdraw from the project or initiative, and by which property shall be disposed of upon such withdrawal;
 - f. The means by which the project or initiative may terminate or conclude, and by which property shall be disposed of upon such termination or conclusion;
 - g. Defense, indemnity, and insurance provisions appropriate to the project or initiative;
 - h. Any specific instructions for how notices shall be provided amongst the Parties to the Addendum; and
 - i. A signature from each Party, authorized by its governing body or its designated official.
9. Construction. For the specific project or initiative addressed in an Addendum, the terms of the Addendum shall control over this Master Interlocal Agreement, if the terms conflict. Except, the notice provisions within an Addendum shall pertain only to notices amongst the Parties to that Addendum, whereas the notice provision in this Master Interlocal Agreement applies amongst Participants who are not each party to a specific Addendum.
10. Voluntary Participation in Addenda. Whether to join any Addendum rests within the sole discretion of each Participant's governing body. No Participant may be forced via this Master Interlocal Agreement to join any Addendum. Nor does any Participant have power under this Master Interlocal Agreement to stop other Participants from creating and joining an Addendum. For avoidance of doubt, this paragraph refers only to powers or lack thereof within this Master Interlocal Agreement, and has no

bearing on other rights and responsibilities between Participants deriving from other circumstances, laws, or contracts.

11. Consideration of SCUD Work in Future Planning and Decisionmaking. Participants shall use the information and work product from this Agreement and its Addenda to inform their future planning and project work, at a minimum considering it in Comprehensive Planning processes and when choosing capital or transportation project priorities.
12. Recordkeeping. Each Participant shall keep an up-to-date copy of this Master Interlocal Agreement and all Addenda thereto. Any Participant who joins the Agreement shall provide a copy of its executed signature page (containing notice information) to all other Participants. Any Participants who become Parties to an Addendum shall provide a copy of the executed Addendum to all other Participants in the Master Interlocal Agreement, and shall provide a copy of any amendment to, or notice of any termination or completion of, that Addendum. These copies or notices shall be made as set forth in Paragraph 13.
13. Notices. All notices under this agreement shall be delivered via mail or email to the address(es) specified in the signature block for each Participant.
14. Defense and Indemnity. This paragraph addresses mutual defense and indemnity arising out of this Master Interlocal Agreement, as distinguished from defense and indemnity pertaining to any specific project or initiative addressed in an Addendum between the Parties thereto.

To the extent of its comparative liability, each Participant agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers arising out of this Master Interlocal Agreement, but excluding specific projects or initiatives addressed in an Addendum to which that Participant is not a Party.

A Participant shall not be required to indemnify, defend, or hold another Participant harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Participant.

In the event of any concurrent act or omission of the Participants, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Participant's comparative liability.

The Participants agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Participants cannot agree upon apportionment of damages and defense costs through negotiation and/or voluntary mediation, they shall submit apportionment to binding arbitration.

The indemnification obligations of the Participants shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each Participant hereby expressly waives any immunity afforded by such acts to the extent required by a Participant's obligations to indemnify, defend and hold harmless the other Participants. A Participant's waiver of immunity does not extend to claims made by its employees directly against the Participant as employer. The foregoing indemnification obligations of the Participants are a material inducement to enter into this Agreement and have been mutually negotiated.

The terms of this section 10 shall survive the withdrawal of any Participant from this Agreement, for liability arising from acts occurring before the withdrawal. The terms of this section 10 shall survive completion or termination of this Agreement, for liability arising from acts occurring before such completion or termination.

15. Choice of Law and Forum. This Agreement shall be governed by the law of the State of Washington, excluding its choice-of-law rules. Except for binding arbitration as set forth in this Agreement, any legal action arising out of this Agreement or Addenda thereto shall be brought in the Superior Court of Washington in and for Lewis County, or the U.S. District Court for the Western District of Washington, Tacoma Division.
16. Public Posting. Per RCW 39.34.040, this Agreement and its Addenda shall be listed by subject on the Participants' websites.
17. Counterparts. This Agreement may be signed in multiple counterparts at different times by different Participants. The variously signed counterparts shall each constitute originals.
18. Entire Agreement; Amendments. This Agreement, and any Addenda thereto, represent the entire agreement of the Participants. No amendment may be made to this agreement unless in writing and signed by all Participants (except those who have withdrawn).

Signature pages and Addenda follow on subsequent pages.

South Chehalis/UGA Design (SCUD) Agreement Master Interlocal Signature Page

The Participant below executes and joins the Master Interlocal Agreement for South Chehalis/UGA Design, as of the date of execution.

Participant: _____

Date of Execution: _____

Signatory Authorized by Governing Body:

Signature: _____

Printed Name: _____

Title: _____

Contact Information for Notices Under this Agreement:

Name: _____

Title: _____

Mailing Address: _____

Email Address: _____

**[For avoidance of doubt:
there are currently no
addenda to this Master
Interlocal.]**