

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 20 day of August, 2012, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the PORT OF CENTRALIA, a corporation hereinafter referred to as the "PORT",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the Port requests that the County perform work of the manner described below and guarantees reimbursement to the County for all work done, the County will upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the Port Of Centralia, Washington, or areas in which the Port has legal authority to perform the following work:

A. Crack Sealing

2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order and according to the following steps:

- a) The Director of the Port requests an estimate for reimbursable work from the County by submitting a reimbursable work order.
- b) A County Senior Engineer or Road Maintenance Area Supervisor will provide estimated cost of the Work.
- c) A County Engineer or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.
- d) The Director of the Port approves expenditure of Port funds to complete the work as described, based on the detailed scope of work provided by the County.
- e) The County Engineer approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the Board of County Commissioners.

f) The Director of the Port will submit the Reimbursable Work order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. The Port hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, utilities, and materials used, and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the County for the Port under this agreement shall not exceed \$20,000 per agreement, nor an annual aggregate amount of \$30,000.

4. The Port certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order, but in fact has insufficient personnel/equipment to accomplish said work.

5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the County's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the County's regularly scheduled road maintenance activities.

6. It is understood that the Port has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the County. The Port shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.

7. It is understood and agreed between the parties hereto that the Port agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute. The Port has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

8. The Port certifies and warrants that Kyle Heaton has the authority to enter into a reimbursable work order and to bind the Port thereby.

9. The Port hereby confers on the County the authority to perform the categories of work listed in paragraph one within the Port's jurisdictional limits for the

purposes of carrying out this Agreement. Further, The Port agrees that when the County provides engineering and administrative services for the Port, the County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the Port Engineer or other officer or department charged with road maintenance administration for the work listed in paragraph one.

10. The County is a contractor of services only and does not purport to represent the Port professionally other than in providing the services requested by the Port. As an independent contractor, the county shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event the county uses contract services to perform services for the Port, the county shall perform the appropriate supervision and inspection of the contractor's work.

11. This Agreement will expire December 31, ^{2017 (ELM)} ~~2012~~, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the Director of the Lewis County Public Works Department or Director of the Port, respectively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney



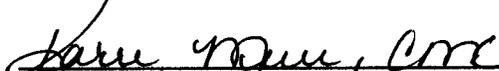
By: Civil Deputy

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON



F. Lee Grose, Chairman

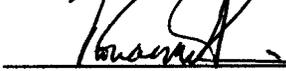
ATTEST:



Karri Muir, Clerk of the Board

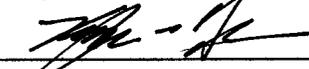


P. W. Schulte, Vice Chairman



Ron Averill, Member

PORT OF CENTRALIA

By: 

Title: Exec. Dir.