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 24th day of May, 2016, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Centralia, a municipal corporation hereinafter referred to as the "Municipality",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The Municipality requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees reimbursement to the County for all work done. The County will contract all necessary labor, material, and equipment incidental to complete chipsealing on Main Street and Cooks Hill Road, per the attached Estimate for Reimbursable Work.

2. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, and materials used, and upon administrative services associated with the maintenance work involved.

3. The Municipality certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified but, in fact has insufficient manpower/equipment to accomplish this work.

4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the County Road Division's regular schedule, and should such reimbursable work not be accomplished prior to December 31, 2016, any and all obligation to provide same shall terminate.

5. It is understood and agreed between the parties hereto that the Municipality 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.

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: Deputy Prosecuting Attorney

ATTEST:

Karri Muir, CMC, Clerk of the Lewis County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

P.W. Schulte, Chair

Gary Stamper, Vice Chair

Edna J. Fund, Commissioner

CITY OF CENTRALIA

By: _____

Title: City Manager

Date: 5/24/16