## BEFORE THE BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY, WASHINGTON

#### IN THE MATTER OF:

**RESOLUTION NO. 24-196** 

APPROVE INTERLOCAL AGREEMENT WITH CITY OF CENTRALIA FOR ENGINEERING SERVICES RELATING TO THE SWW FAIRGROUNDS WATERLINE REHABILITATION PROJECT

**WHEREAS**, Lewis County has a watermain rehabilitation project located at the Southwest Washington Fairgrounds, has identified ARPA funds for this work and has engineered drawings and specifications to replace a section of the watermain serving the Midway, major buildings and other municipal type components of the existing system; and

**WHEREAS**, the County does not have the staff time or resources to conduct the necessary inspections for this type of watermain installation; and

**WHEREAS**, the City of Centralia has agreed to provide said inspections for this installation and has the staff and resources to complete this task; and

WHEREAS, RCW 39.34 allows Interlocal Cooperation between governments.

**NOW THEREFORE BE IT RESOLVED** that Lewis County enter into an Interlocal Agreement with the City of Centralia to provide engineering and inspection services for the Southwest Washington Fairgrounds Waterline Rehabilitation Project; and

**NOW THEREFORE BE IT FURTHER RESOLVED** the Board of County Commissioners authorizes the Capital Facilities Manager to sign sad agreement on behalf of the County.

DONE IN OPEN SESSION this 18th day of June, 2024.

APPROVED AS TO FORM: Jonathan Meyer, Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS** LEWIS COUNTY, WASHINGTON

David Bailey

Scott J. Brummer

By: David Bailey,

Scott J. Brummer, Chair

1845

Chief Civil Deputy Prosecuting Attorney

ATTEST:

Lindsey R. Pollock, DVM

Rieva Lester, CMC, Clerk of the Board SINCE

Landsey R. Pollock, DVM, Vice Chair

Tamara Martin

Sean D. Swope

By: Tamara Martin

Sean D. Swope, Commissioner

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# INTERLOCAL AGREEMENT FOR

#### **ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into, pursuant to the authority granted by RCW 39.34.080 and in conformance with RCW 43.09.210, by and between LEWIS COUNTY, WASHINGTON, a political subdivision of the State of Washington, ("County") and the CITY OF CENTRALIA, a Washington municipal corporation, ("City") upon the date of signature by both parties.

#### **AGREEMENT**

In consideration of the mutual promises and understandings of the parties set forth below, the parties hereby agree as follows:

- **§1 Services Provided.** The County requests that the City perform the work specified in Exhibit A at a time and in a manner convenient to both parties and hereby guarantees reimbursement to the City for all work done. The City will contract all necessary labor, material, and equipment incidental to completing inspection of the water main project at the Southwest Washington Fairgrounds.
- **§2 Payment for Services.** The County agrees to reimburse the City for all work done, based upon the actual cost of labor, equipment rental, and materials used, and for administrative services associated with the inspection work involved.
- §3 Scheduling and Termination Date. It is understood and agreed that all work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the City's regular inspection schedule. Should such work not be accomplished by December 31, 2025, any and all obligation to provide the same shall terminate.
- **§4 Authority.** The County certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified but has insufficient manpower/equipment to accomplish this work.

- **§5 Acknowledgment of Funding Source.** It is understood and agreed by both parties that the funding for this project comes from American Rescue Plan Act (ARPA) dollars from both the County and the City, and both agree to meet all federal, state, and local requirements for this funding.
- **§6** Indemnification/Hold Harmless. It is understood and agreed between the parties that the County agrees to protect, defend, indemnify, and hold harmless the City, its Council, 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 City, except insofar as any obligation or responsibility is imposed upon the City by statute.
- **§7 Amendment.** Either party may request an amendment to this agreement; however, amendments will not take effect until mutually agreed to, in writing, by both parties.
- **§8 Termination.** Either party may terminate this agreement for any reason upon sixty days written notice to the other party.

#### **ACCEPTANCE PROVISIONS**

The parties acknowledge they have read and understand this Interlocal Agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CENTRALIA	LEWIS COUNTY
Amy Buckler, Interim City Manager	Doug Carey, Capital Facilities Manager
(Date)	(Date)
APPROVED AS TO FORM:	APPROVED AS TO FORM: Jonathan L. Meyer, Prosecuting Attorney
Kyle Manley, City Attorney	Deputy Prosecuting Attorney

# EXHIBIT A SCOPE OF SERVICES

The City of Centralia Engineering or Water Department will provide inspection services of a water line installation located at the Southwest Washington Fairgrounds, including but not limited to:

- Inspection of waterline installation to ensure conformance with plans, specifications, and city requirements.
- Inspection of blocking, backfilling, and testing to standards.

### **BOCC AGENDA ITEM SUMMARY**

Resolution:

**BOCC Meeting Date:** June 18, 2024

**Suggested Wording for Agenda Item:** 

Agenda Type: Deliberation

Approving an Interlocal Agreement with the City of Centralia for Engineering Services relating to the SWW Fairgrounds Waterline Rehabilitation Project

Contact: Doug Carey

**Phone:** 3607401337

**Department:** PARKS - Parks & Recreation

### **Description:**

Approve ILA with City of Centralia to provide waterline inspection services for the SWW Fairgrounds Waterline Rehabilitation Project

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**Publication Requirements:** 

**Publications:** 

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Pending

Status

**Additional Copies:** 

**Cover Letter To:**