

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

IN THE MATTER OF:

RESOLUTION NO. 25-162

APPROVE AN INTERLOCAL AGREEMENT (ILA)
BETWEEN CITY OF CENTRALIA AND LEWIS
COUNTY

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Lewis County Public Health & Social Services and City of Centralia, wish to enter into an interlocal agreement for the purpose of providing funding for a groundwater nitrate field investigation in the Ford's Prairie area along and near Mayberry Road; and

WHEREAS, limited Foundational Public Health Services (FPHS) dollars are available to Lewis County Public Health & Social Services through the Washington State Consolidated Contract, and such funds may be used to support public health surveillance activities including environmental health investigations; and

WHEREAS, the duration and amount of support available for this agreement is solely dependent upon grant funding and available funds in the county's Department of Health (DOH) budget; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said interlocal agreement.

NOW THEREFORE BE IT RESOLVED that the BOCC hereby approves the interlocal agreement between Lewis County Public Health & Social Services and City of Centralia for the purpose of providing funding for the groundwater nitrate field investigation in the Ford's Prairie area along and near Mayberry Road.

DONE IN OPEN SESSION this 10th day of June, 2025.

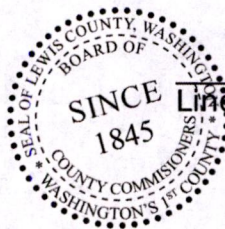
APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

David Bailey
By: David Bailey,
Chief Civil Deputy Prosecuting Attorney

Absent
Scott J. Brummer, Chair

ATTEST:



Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC
Rieva Lester, CMC,
Clerk of the Lewis County Board of
County Commissioners

Sean D. Swope
Sean D. Swope, Commissioner

**INTERLOCAL AGREEMENT WITH
CITY OF CENTRALIA
FOR
GROUNDWATER NITRATE FIELD INVESTIGATION**

THIS AGREEMENT is made and entered into between Lewis County and the City of Centralia upon the date of signature by both parties.

WITNESSETH:

WHEREAS, recent groundwater samples collected by Lewis County, by and through the Lewis County Public Health & Social Services Department Environmental Health Division, (hereinafter referred to as the "County") and the City of Centralia (hereinafter referred to as the "City") from monitoring wells and residential water supply wells near Mayberry Road in the area known as Ford's Prairie have identified multiple wells with high levels of nitrates; and

WHEREAS, while the affected area is outside the city limits of the City, the County and the City wish to partner together to understand the degree to which State game farm operations and other area land uses may be impacting groundwater quality in the Ford's Prairie area; and

WHEREAS, the City has an existing professional services agreement with Mott MacDonald to test and monitor city wells, and Mott MacDonald is willing to amend their existing agreement with the City to add a supplemental scope for groundwater nitrate investigation; and

WHEREAS, the County will help fund the additional scope of work with limited funds available through the Department of Health; and

WHEREAS, the duration and amount of support available for this Agreement is solely dependent upon grant funding and available funds in the County's Department of Health budget; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington authorizes public agencies to contract with one another to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, both the City and the County have determined that it is in their best interest to enter into this Agreement.

THEREFORE, the parties agree as follows:

AGREEMENT:

1. The County agrees to help finance the groundwater nitrate field investigation in the Ford's Prairie area along and near Mayberry Road.
2. The City shall:
 - A. Provide the County with a specific city contact regarding this Agreement and their contact information.

- B. Provide the County with a contract or amendments related to the phase one and phase two field studies being conducted for the location of nitrate source in the Mayberry Road area.
 - C. Supervise the contractor or consultant.
 - D. Submit an invoice to the County by the 5th day of the following month that the contractor or consultant invoices the City. The invoice will detail the work completed during the previous month and include any supporting documentation required by the County.
3. Lewis County shall:
- A. Provide the City with a specific county contact regarding this Agreement and their contact information.
 - B. Pay up to \$35,000, as long as funding is available in 2025, for the phase one and phase two field studies being conducted for the location of nitrate source in the Mayberry Road area.
 - C. Report updates to the City's contact on available grant funds for the field study program and when the grant funding is depleted.
4. This Agreement may be terminated by either party giving the other party thirty (30) days' written notice thereof.
5. All records required to be kept under this Agreement shall be retained for a period of no less than five years.
6. This Agreement shall be executed in triplicate original counterparts.
- A. Within ten days of its execution, the County's Director of Public Health and Social Services shall cause one of the original counterparts to be recorded in the records of the Lewis County Auditor's Office or listed by subject on the County's website or other electronically retrievable public source pursuant to RCW 39.34.040.
7. All notices which either party may wish to tender to the other pursuant to this Agreement shall be sent to the official addresses of the parties. The individuals responsible for administering this Agreement shall be the City Manager of the City of Centralia and the Director of the Lewis County Public Health & Social Services Department.
8. Each party warrants that its governing body has approved or ratified this Interlocal Agreement by appropriate action of that body, and that such approval or ratification authorized the person identified below to sign this Interlocal Agreement on its behalf.
9. This Agreement:
- A. Contains the entire understanding of the parties with respect to the subject matter covered.
 - B. Supersedes all prior and contemporaneous understandings.
 - C. May only be amended in a written instrument signed by the parties.
10. Both parties shall assist the other in fulfilling any obligations under the Washington Public Records Act (Chapter 42.56 of the Revised Code of Washington) concerning public records that may be in the other's possession as a result of this Agreement.
- A. The parties recognize that under the Public Records Act, the parties have a duty to provide third parties with access to all documents (defined broadly), "containing information relating

to the conduct of government," and that this obligation extends to documents in the sole possession of the other party if they are or were used for purposes relating to this Agreement.

- B. In the event a party notifies the other that it has received a demand for one or more documents that the party is obliged to release pursuant to the Public Records Act, then, if any of those documents are or may be in the possession of the other party, within five business days the other party shall search for and provide copies of those documents or shall specify when, acting with all reasonable haste, it will be able to provide copies of those documents. The other party shall then actually provide copies of those documents by such date.
 - C. In the event the other party fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty for violation of the Public Records Act, the other party shall indemnify that penalty, as well as for all costs and attorney fees incurred in the litigation giving rise to such penalty.
 - D. The obligations created by this section shall survive the termination of this Agreement.
 - E. The obligations created by this section shall be reciprocal on both parties.
- 11. This Agreement is made in Lewis County, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Lewis County.
 - 12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and (to the extent assignment is permitted by this Agreement) their assigns. The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.
 - 13. If any provision of this Agreement is found to be contrary to law or public policy, or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.
 - 14. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the parties.
 - 15. Neither party may assign any benefit nor delegate any duty provided for, anticipated by, or arising out of this Agreement without the prior express written consent of the other party.
 - 16. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this Agreement shall be construed as if jointly prepared by both parties.
 - 17. The City shall protect, save harmless, indemnify, and defend, at its own expense, the County and its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages, or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement. Likewise, the County shall protect, save harmless, indemnify, and defend, at its own expense, the City and its elected and appointed officials, officers, employees, and agents from any actions, suits, liabilities, losses, costs, expenses, damages, or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the dates indicated below.

LEWIS COUNTY

By: 
Meja Handlen
Public Health & Social Services Director

04/03/2025

(Date)


Approved as to form by:

See Attached

David Bailey
Chief Civil Deputy Prosecuting Attorney

(Date)

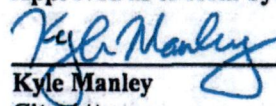
CITY OF CENTRALIA

By: 
Michael D. Thomas
City Manager

4/2/25

(Date)

Approved as to form by:


Kyle Manley
City Attorney

4/2/25

(Date)

BOCC AGENDA ITEM SUMMARY

Resolution:**BOCC Meeting Date:****Suggested Wording for Agenda Item:****Agenda Type:** Deliberation

Approve an Interlocal Agreement (ILA) between City of Centralia and Lewis County

Contact: Kendra Garrison**Phone:** 360-740-1439**Department:** PHSS - Public Health & Social Services**Description:**

Approve an Interlocal Agreement (ILA) between Lewis County Public Health & Social Services and City of Centralia for the purpose of providing funding for the groundwater nitrate field investigation in the Ford's Prairie area along and near Mayberry Road.

Approvals:

User	Status
Meja Handlen	Pending
PA's Office	Pending
Ryan Barrett	Pending

Publication Requirements:**Publications:****Additional Copies:**

Kendra Garrison, Jeffrey Landrum, Michelle Sauter, Grace Jimenez, Sherri Dokken, Jill Nielson, Carolyn Rofini, Bryan Hall

Cover Letter To: