BEFORE THE BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY, WASHINGTON

APPROVE AN INTERLOCAL AGREEMENT BETWEEN LEWIS COUNTY AND THE CITY OF CENTRALIA FOR THE CONSTRUCTION OF THE WESTSIDE CONNECTOR CORRIDOR PROJECT PHASE 1, STAGE 1 – NORTH SCHEUBER ROAD IMPROVEMENTS
BETWEEN MT. VISTA ROAD AND GALVIN ROAD

RESOLUTION 25-218

WHEREAS, RCW 39.34.080 authorizes public agencies to perform governmental services, activities or undertakings that each public agency entering into the contract is authorized by law to perform, provided such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, per Resolution 25-142, the Lewis County Board of County Commissioners (BOCC) accepted and allocated \$10.2 million Washington State Department of Transportation budget funds for the North Lewis County Industrial Access-Connecting Washington Capital Project; and

WHEREAS, Lewis County intends to designate \$1,076,000 to support the County's contribution of construction funds for the completion of the Westside Connector Corridor Project, Phase 1, Stage 1 - North Scheuber Road improvements between Mt. Vista Road and Galvin Road; and

WHEREAS, the construction costs for the Westside Connector Corridor Project, Phase 1, Stage 1 will be split between Lewis County and the City of Centralia (City) with Lewis County responsible for 20 percent and the City responsible for 80 percent; and

WHEREAS, Lewis County and the City desire the City to oversee construction management of the Westside Connector Corridor Project, Phase 1, Stage 1 - North Scheuber Road improvements between Mt. Vista Road and Galvin Road.

NOW THEREFORE BE IT RESOLVED that the BOCC finds the agreement is in the best public interest and authorizes the Public Works Director to sign the Interlocal Agreement between Lewis County and the City of Centralia.

DONE IN OPEN SESSION this 11th day of August 2025.

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY, WASHINGTON

By David Bailey, Chief Civil DPA

Scott J. Brummer, Chair

ATTEST:

SINCE

Rieva Lester, Clerk of the Board

Lindsey R. Pollock, DVM_Vice Chair

ean D. Swope, Commissioner

INTERLOCAL AGREEMENT

This Agreement is made by and between Lewis County, Washington, hereinafter referred to as the "County," and the City of Centralia, Washington, hereinafter referred to as the "City," both governmental entities established under the laws of Washington State. The entities collectively shall be referred to as the "Parties." In accordance with the Washington State Interlocal Cooperation Act, RCW 39.34, the Parties, as public agencies, are authorized to contract with other public agencies via interlocal agreements that enables cooperation among the agencies to perform governmental activities and deliver public services.

WHEREAS, the Parties, in conjunction with Lewis County Resolution No. 25-142 intend to enter into an agreement to transfer \$1,076,000 of from the \$10.2 million funds granted by Washington State Department of Transportations - North Lewis County Industrial Access – Connecting Washington – Capital Project 2025-2027 Transportation Budget State Funds to support the County's contribution of construction funds for completion of the Westside Connector – Phase 1 – Stage 1 construction project between Mt Vista Rd and Galvin Rd of the Westside Connector corridor project; and

WHEREAS, the Parties desire the City to oversee construction management and inspection services for Stage 1 work; and

NOW, THEREFORE, the Parties do hereby agree as follows:

- 1. Pursuant to RCW 39.34.030, the parties agree to work cooperatively together to deliver the project.
- Stage 1 includes improvements from Mt. Vista Road to Galvin Road and will consist
 of completing construction of the project in accordance with the Contract Plans and
 Specifications approved for Stage 1 improvements.

- The City, on behalf of Lewis County will oversee construction performed by the selected contractor, Midway Underground LLC and inspection services for Stage 1 improvements.
- 4. The construction costs for the Stage 1 improvements will be split between Parties with the County responsible for 20% (\$1,076,000) and City responsible for 80% (\$4,775,908) to oversee construction management, inspection, surveying, material testing, and other work as necessary to complete the work.
- 5. The County has agreed to transfer a maximum amount of \$1,076,000 of its share of Connecting Washington funds to the City to address the County's 20% split of construction costs for the project. It will be the responsibility of the City to submit reimbursement of \$1,076,000 in full or periodic cost to the Washington State Department of Transportation Connecting Washington funds for during construction of the project.
- 6. The City certifies and warrants that it has the legal authority to accomplish the said inspection work.
- 7. It is understood and agreed that each Party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- 8. The City is a contractor of services only and does not purport to represent the County professionally other than in providing the services as defined in this agreement. As an independent contractor, the city shall control personnel standards of performance, discipline, and all other aspects of performance, including that of the dedicated onsite staff.

9. No new or separate legal or administrative entity is created to administer the provisions of this agreement. No obligation, except as stated herein, shall be created between the Parties or between the Parties and applicable bidder or Contractor.

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

City of Centralia

By: Michael Thomas

Name: MICHAR D. THUMAS CHYMANAGEK

Date: July 31, 2025

Lewis County Public Works

By: Julyhand

Name: GEORG SODERQUIST

Date: 8/11/25