

INTERLOCAL AGREEMENT
BETWEEN OFFICE OF CHEHALIS BASIN, DEPARTMENT OF ECOLOGY
AND
LEWIS COUNTY

THIS INTERLOCAL AGREEMENT, made and entered into in conformance with R.C.W. 43.09.210, this ____ day of _____, 2022, by and between the COUNTY OF LEWIS, a municipal corporation located in the State of Washington, hereinafter "COUNTY", and The Office of Chehalis Basin, Washington State Department of Ecology, a state agency, hereinafter "OCB."

WHEREAS, the COUNTY has an established Small Works Roster; and

WHEREAS, OCB is in need of the use of a Small Works Roster and RCW 39.04.155(2)(b) establishes guidelines for Interlocal Agreements allowing other state agencies use of an established Small Works Roster; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the parties agree as follows:

I. USE OF LEWIS COUNTY'S SMALL WORKS ROSTER

County is in agreement with OCB's use of the established Small Works Roster. County agrees to implement and maintain their small works roster by following the provisions in RCW 39.04. County has sole discretion in determining procedures, content, and form of the small works roster so it complies with RCW 39.04.

This Interlocal Agreement shall not relieve either party of any obligation or responsibility imposed upon it by law, nor shift liability to the other party for any violations of applicable law.

OCB agrees to utilize the established Small Works Roster in a manner that is consistent with that of the County and will report usage in a timely manner to the Director of Public Works.

II. DURATION & TERMINATION

This agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

This Interlocal Agreement becomes effective on the date of the final approved signature and shall remain in effect until terminated by either Lewis County or OCB.

III. CHANGES AND MODIFICATIONS

This agreement may be modified upon written agreement executed by both parties. No course of dealing between the Parties shall be construed to alter the terms hereof, except as expressly stated herein.

IV. HOLD HARMLESS AND INDEMNIFICATION

OCB, to the extent allowed by law, shall hold harmless the County for any negligent act or omission by the County regarding the creation, maintenance, policies, and use of the County's small works roster, including

but not limited to, any inconsistency or conflict between the requirements of state law and either the County's small works roster or the County's small works roster policy.

Lewis County,
Public Works Department

Washington State Department of Ecology,
Office of the Chehalis Basin

Public Works, Director

By: _____

Title: _____

APPROVED AS TO FORM:

By:
Deputy Prosecuting Attorney