

MASTER 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 ____ day of _____, 2023, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as "Lewis", and WAHKIAKUM COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "Wahkiakum",
WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event Wahkiakum requests that Lewis perform work of the manner described below and guarantees reimbursement to Lewis for all work done, Lewis will upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the County of Wahkiakum, Washington, or areas in which Wahkiakum has legal authority to perform the following work:

- | | |
|-----------------------------|-------------------------|
| A. Provide Surface Material | H. Vegetation Control |
| B. Snow Plowing | I. Guardrail Repair |
| C. Chipsealing | J. Traffic Signs |
| D. Asphalt Overlay | K. Surveying |
| E. Traffic Striping | L. Rating Roads |
| F. Asphalt Patching | M. Bridge Inspections |
| G. Grading | N. Other work as needed |

2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:

- a) The County Engineer, of Wahkiakum requests an estimate for reimbursable work from Lewis by submitting a reimbursable work order.
- b) A Lewis Senior Engineer, Road Maintenance Supervisor, or Traffic Operations Supervisor will provide an estimated cost of the work.
- c) The Lewis Maintenance & Traffic Engineer or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.
- d) The County Engineer, of Wahkiakum approves expenditure of Wahkiakum funds to complete the work as described, based on the detailed scope of work provided by Lewis.
- e) The County Engineer approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the Board of County Commissioners.

f) The County Engineer, of Wahkiakum will submit the Reimbursable Work Order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. Wahkiakum hereby agrees to reimburse the Public Works Department of Lewis for all work done, based upon the actual cost of labor, equipment rental, utilities, and materials used, and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by Lewis for Wahkiakum under this agreement shall not exceed \$20,000 per agreement, nor an annual aggregate amount of \$30,000.

4. Wahkiakum certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order, but in fact has insufficient personnel/equipment to accomplish said work.

5. It is understood and agreed that the time for and hours of performance of reimbursable work is at Lewis's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with Lewis County's regularly scheduled road maintenance activities.

6. It is understood that Wahkiakum has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by Lewis. Wahkiakum shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.

7. It is understood and agreed between the parties hereto that Wahkiakum agrees to protect, defend, indemnify and hold harmless Lewis, 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 Lewis, except insofar as any obligation or responsibility is imposed upon Lewis by statute. Wahkiakum has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

8. Wahkiakum certifies and warrants that the County Engineer has the authority to enter into a reimbursable work order and to bind Wahkiakum thereby.

9. Wahkiakum hereby confers on Lewis the authority to perform the categories of work listed in paragraph one within Wahkiakum's jurisdictional limits for the purposes of carrying out this Agreement. Further, Wahkiakum agrees that when Lewis provides engineering and administrative services for Wahkiakum, the County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the County Engineer or other officer or department charged with road maintenance administration.

10. Lewis is a contractor of services only and does not purport to represent Wahkiakum professionally other than in providing the services requested by Wahkiakum. As an independent contractor, Lewis shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event Lewis uses contract services to perform services for Wahkiakum, Lewis shall perform the appropriate supervision and inspection of the contractor's work.

11. This Agreement will expire December 31, 2028, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the County Engineer of the Lewis County Public Works Department or the Wahkiakum County Public Works Department, respectively.

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

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

By: Deputy Prosecuting Attorney

Sean D. Swope, Chair

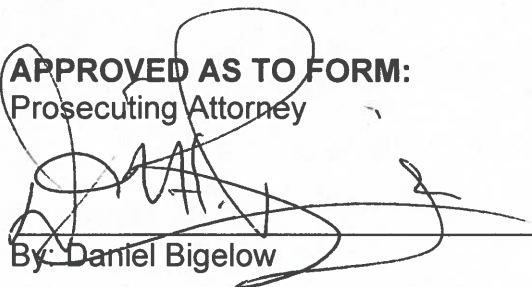
ATTEST:

Scott J. Brummer, Vice Chair

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

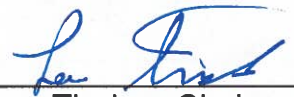
Lindsey R. Pollock, DVM, Commissioner

APPROVED AS TO FORM:
Prosecuting Attorney

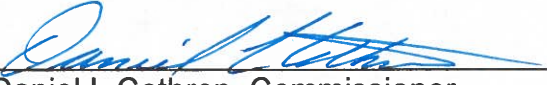


By: Daniel Bigelow

**BOARD OF COUNTY COMMISSIONERS
WAHIAKUM COUNTY, WASHINGTON**



Lee Tischer, Chairman

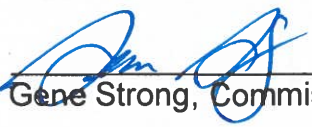


Daniel L. Cothren, Commissioner

ATTEST:



Beth Johnson, Clerk of the Wahkiakum
County Board of County Commissioners



Gene Strong, Commissioner