

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 intend to enter into a contract with HDR Engineering Inc., hereinafter referred to as the "Consultant", to provide engineering services for the first two stages of the Westside Connector corridor project; and

WHEREAS, the Parties desire the County act as the contract manager and will manage the Consultant and delivery of the stage 1 and stage 2 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.
2. Stage 1 includes improvements from Mt. Vista Road to Galvin Road and will consist of completing the engineering and design, environmental permitting, preparation of the Contract Plans, Specifications, and Engineer's Estimate of Probable Construction Costs, and contract advertisement and award. The County will manage the delivery of the design and the City will manage the construction and the agreement with the contractor selected.
3. Stage 2 will consist of updating the Type, Size, and Location bridge report completed in 2008 for the proposed bridge over the Chehalis River.

4. The costs for the Stage 1 improvements will be split between Parties with the County responsible for 20% and the City responsible for 80%. This will include all engineering, design, and construction.
5. The costs for Stage 2 will be shared by both Parties, the County responsible for 50% and the City responsible for 50% with a total project amount not to exceed \$1,000,000.
6. The City certifies and warrants that it has the legal authority to accomplish the work with its own forces but in fact has insufficient personnel/equipment to accomplish said 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 County is a contractor of services only and does not purport to represent the City professionally other than in providing the services as defined in this agreement. As an independent contractor, the county shall control personnel standards of performance, discipline, and all other aspects of performance, including that of the dedicated on-site 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: 

Name: Robert D. Hill

Date: 2/28/24

Lewis County Public Works

By: _____

Name: _____

Date: _____