

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 _____, 2024, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington (hereinafter "County"), and the CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT, a political subdivision of the State of Washington (hereinafter "District"),

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. This Agreement commences on April 1, 2024, and persists indefinitely until notice is given as specified in paragraph 11 below. No separate entity is created via this Agreement. Its purpose is to facilitate expeditious and cost-effective work by the District that is of countywide benefit. No special financing arrangement or budget will be made for this Agreement. Per RCW 39.34.040, this Agreement shall be listed by subject on the Participants' websites.

2. In the event the District requests the Lewis County Department of Public Works ("Department") perform work of the manner described below and guarantees reimbursement to the Department for all work done, the Department will, upon completion of a fully executed Reimbursable Work Order, perform all necessary professional services providing such work for the District or areas in which the District has legal authority to perform the following work:
 - A. Real Property Title Review
 - B. Real Property Appraisal
 - C. Real Property Appraisal Review
 - D. Surveying Services

3. 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 District requests an estimate for reimbursable work from the Department by submitting a reimbursable work order.

- b) The Department's Real Estate Services Manager and/or County Surveyor will provide estimated cost and availability of resources to perform the work.
 - c) The District Administrator approves expenditure of District's funds to complete the work as described based upon the scope of work provided by the Department.
 - d) The Department Director approves such Reimbursable Work Orders up to \$10,000 and with an annual aggregate limit of \$50,000. Reimbursable Work Orders in excess of these amounts must be performed under a separate Interlocal Agreement approved by the Board of County Commissioners.
 - e) The District Administrator will submit the Reimbursable Work Order to the Department for processing upon completion of all work agreed to be performed.
4. The District hereby agrees to reimburse the Department for all work done based upon the actual cost of labor, materials, and travel, plus an administrative fee of 5% thereof. The estimated total dollar amount of all work performed by the Department for the District under this agreement shall not exceed \$10,000 per work order nor an annual aggregate amount of \$50,000.
5. The District certifies and warrants 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 licensed personnel and equipment to accomplish said work.
6. It is understood and agreed the time for and hours of performance of reimbursable work is at the Department's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the Department's regularly scheduled activities.
7. It is understood and agreed between the parties hereto that the District agrees to protect, defend, indemnify, and hold harmless the County, 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 the County, except insofar as any obligation or responsibility is imposed upon the County by statute. The District has negotiated and expressly waives any immunity that may be granted under the Washington Industrial Insurance Act.

8. The District certifies and warrants the District Administrator has the authority to enter a reimbursable work order and to bind the District thereby.
9. The District hereby confers on the Department the authority to perform the categories of work listed in paragraph one within the District's jurisdictional limits for the purposes of carrying out this Agreement.
10. The Department is a contractor of services only and does not purport to represent the District professionally other than in providing the services requested by the District. As an independent contractor, the county shall control personnel standards of performance, discipline, and all other aspects of performance, including that of the dedicated staff.
11. This Agreement will remain in effect until one of the two parties gives written notice to cancel or renegotiate the terms of the agreement.
12. This agreement is made in Lewis County, Washington. It shall be construed, interpreted, and governed in accordance with the laws of the State of Washington, without reference to its choice of law principles. Any action to enforce any rights or obligations created by this agreement or to construe this agreement shall be brought exclusively in the courts of the State of Washington in and for the County of Lewis.
13. If any provision of this Agreement is found to be invalid or 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. This Agreement may not be amended nor modified except by mutual written agreement.
15. This Agreement has been mutually negotiated and prepared, and shall not be construed or interpreted adversely to any Party.
16. Each party agrees to cooperate with and assist the other party to fulfill its obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) concerning any request made to a party for records possessed by either party concerning or relating to this agreement. Such cooperation will include, without limitation, timely and fully responding and providing documents and records in response to a party's request for records from the other party. The obligations created by this section shall survive the termination of this Agreement.

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

[Signatures appear on the following page.]

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

By: Civil Deputy

Scott J. Brummer, Chair

ATTEST:

Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, Clerk of the Board

Sean D. Swope, Commissioner

BOARD OF SUPERVISORS, CHEHALIS RIVER
BASIN FLOOD CONTROL ZONE DISTRICT

Scott J. Brummer, Chair

Sean D. Swope, Vice Chair

Lindsey R. Pollock, DVM, Supervisor