

**INTERLOCAL AGREEMENT  
FOR  
ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into, pursuant to the authority granted by RCW 39.34.080 and in conformance with RCW 43.09.210, by and between LEWIS COUNTY, WASHINGTON, a political subdivision of the State of Washington, ("County") and the CITY OF CENTRALIA, a Washington municipal corporation, ("City") upon the date of signature by both parties.

**AGREEMENT**

In consideration of the mutual promises and understandings of the parties set forth below, the parties hereby agree as follows:

**§1 Services Provided.** The County requests that the City perform the work specified in Exhibit A at a time and in a manner convenient to both parties and hereby guarantees reimbursement to the City for all work done. The City will contract all necessary labor, material, and equipment incidental to completing inspection of the water main project at the Southwest Washington Fairgrounds.

**§2 Payment for Services.** The County agrees to reimburse the City for all approved work done, based upon the actual cost of labor, equipment rental, and materials used, and for administrative services associated with the inspection work involved. The City shall provide a detailed invoice for services to be reimbursed, showing hours, materials and administrative costs (if any). The cost for this service shall not exceed \$10,000 without agreement by both parties.

**§3 Scheduling and Termination Date.** It is understood and agreed that all work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the City's regular inspection schedule. Should such work not be accomplished by December 31, 2025, any and all obligation to provide the same shall terminate.

**§4 Authority.** The County certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified but has insufficient manpower/equipment to accomplish this work.

**§5 Acknowledgment of Funding Source.** It is understood and agreed by both parties that the funding for this project comes from American Rescue Plan Act (ARPA) dollars from both the County and the City, and both agree to meet all federal, state, and local requirements for this funding.

**§6 Indemnification/Hold Harmless.**

1. Hold Harmless and Indemnification. To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing the Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the Museum or its officers, officials, employees, agents, contractors and volunteers, and the County or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors, or volunteers.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

**§7 Insurance**

The parties shall maintain in good standing their normal liability insurance during the term of this Agreement, which for the County means coverage under the Washington Counties Risk Pool, and for the City means coverage under the Washington Cities Insurance Authority, as either such insurance mechanism may evolve in the normal course.

**§8 Amendment.** Either party may request an amendment to this agreement; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

**§9 Termination.** Either party may terminate this agreement for any reason upon sixty days written notice to the other party.

**ACCEPTANCE PROVISIONS**

The parties acknowledge they have read and understand this Interlocal Agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<b>CITY OF CENTRALIA</b>	<b>LEWIS COUNTY</b>
<hr/> <b>Amy Buckler, Interim City Manager</b>	<hr/> <b>Doug Carey, Capital Facilities Manager</b>
<hr/> <b>(Date)</b>	<hr/> <b>(Date)</b>
<b>APPROVED AS TO FORM:</b>	<b>APPROVED AS TO FORM:</b> <b>Jonathan L. Meyer, Prosecuting Attorney</b>
<hr/> <b>Kyle Manley, City Attorney</b>	<hr/> <b>Deputy Prosecuting Attorney</b>

**EXHIBIT A  
SCOPE OF SERVICES**

The City of Centralia Engineering or Water Department will provide inspection services of a water line installation located at the Southwest Washington Fairgrounds, including but not limited to:

- Inspection of waterline installation to ensure conformance with plans, specifications, and city requirements.
- Inspection of blocking, backfilling, and testing to standards.