

INTERLOCAL AGREEMENT

Parcel No. 019300 002 000
Address: Meskill Rd, Boistfort

THIS AGREEMENT, by and between, LEWIS COUNTY, (351 NW North Street, Chehalis, WA 98532) a political subdivision of the State of Washington, herein referred to as "County", and the STATE OF WASHINGTON, DEPARTMENT OF FISH AND WILDLIFE, (PO Box 43135, Olympia, WA 98504-3135) herein referred to as "WDFW"

WITNESSETH;

WHEREAS, County is the owner of the property off Meskill Rd in Boistfort, located in Section 10, Township 13 North, Range 4 West, W.M., identified as Tax Parcel No. 019300 002 000, also known as the "Meskill Pit", and

WHEREAS, WDFW desires to use the Meskill Pit herein referred to as "premises" for the purpose of parking vehicles and accessing the Chehalis River in conjunction with their monitoring of the rotary screw trap, and

WHEREAS, each party executing this agreement will be bound and obligated to the terms herein and perform the obligations contained herein, regardless of whether or not they occupy some, all or none of the premises;

NOW THEREFORE, the parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) WDFW acknowledges that it has inspected the premises, knows the condition thereof, and is entering into this agreement with the full knowledge of the state and condition of the premises. County makes no warranty or representations as to the conditions of the premises. WDFW assumes all risks associated with its activities which take place on the premises.
- (2) WDFW agrees to only use premises for purposes of parking vehicles and accessing the Chehalis River for monitoring of the rotary screw trap.
- (3) WDFW agrees to leave the property in a condition that is equal to or better than its condition at the beginning of this agreement and agrees to assist in keeping the premises clean and in an orderly condition, free from trash and debris.
- (4) WDFW agrees not to block access to Meskill Pit and to leave the road approaches open for vehicular traffic at all times.
- (5) WDFW agrees to keep property secure when not in use. WDFW acknowledges that there are other users of the site and agrees to ensure that when securing the property that they will not affect the access of others.
- (6) The WDFW agrees that no youth will be brought onto the premises.

- (7) WDFW agrees that any alterations made to the premises must first be authorized by County.
- (8) County remains responsible for repair of damage to the premises caused by forces of nature and third parties. County is under no obligation to make repairs within specific timeframes.
- (9) WDFW shall comply with all applicable laws, statutes, ordinances, rules and regulations of federal, state and local governments and agencies thereof. WDFW shall obtain all permits and licenses required in its use of the premises.
- (10) If at any time the County needs to use a portion of the premises, WDFW agrees to modify its operations to accommodate County needs. County agrees to minimize impacts on WDFW's use as much as practical.
- (11) WDFW understands that its occupation of the site by this agreement is non-exclusive and that County may enter into agreements with others for use of the premises.
- (12) WDFW, is self-insured under the Washington State Self Insurance Pool. WDFW shall provide proof of acceptable coverage through a State of Washington Certificate of Insurance issued by the State Department of Risk Management before accessing the County's property.
- (13) To the fullest extent permitted by law, WDFW shall indemnify and save harmless, Lewis County and its respective properties and officers, employees, agents, permittees and licensees, from any and all costs, expenses, damages, penalties, liens, charges, claims, injuries, environmental cleanup or remediation obligations, demands or liabilities whatsoever (including reasonable attorneys' fees and court costs) arising out of or in any manner connected with or resulting from the acts, omission, activities, or operations hereunder of WDFW and/or WDFW servants, employees, contractors, subcontractors, agents, permittees, independent contractors and/or assigns ("WDFW Responsible Parties") under this Agreement, as the case may be, which may be suffered by County or asserted by any third party whomsoever, including, but not limited to, WDFW Responsible Parties and governmental agencies.
- (14) Period of Performance under this agreement shall be effective as of March 2, 2021 and shall terminate on December 31, 2025 unless terminated sooner as provided herein.
- (15) Project Managers/Contacts:

For Lewis County –

Ann Weckback, Environmental Planner
Lewis County
2025 NE Kresky Avenue
Chehalis, WA 98532
(360) 740-1440
Ann.Weckback@lewiscountywa.gov

For WDFW –

Devin West, Fish Biologist
WDFW
PO Box 43200
Olympia, WA 98504-3200
(360) 701-9002
Devin.West@dfw.wa.gov

- (16) This agreement may terminate on upon 60 days' notice by either party.
- (17) Upon termination, WDFW shall remove structures, materials and equipment placed on the property during its use, within 14 calendar days, unless specifically allowed to remain by County.
- (18) This agreement is not assignable in whole or part without the prior written consent of the County, which consent may be withheld in County's sole discretion.

Dated this ____ Day of _____, 2021
for Lewis County, Washington

By: _____
Josh Metcalf, P.E.
Director

Dated this ____ day of _____, 2021
for WDFW

By: _____
Jeffrey Hugdahl
WDFW Contracts & Purchasing Manager