**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 17th day of September, 2014, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and Town of PeEll, a political subdivision of the State of Washington, hereinafter referred to as "Municipality",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the Municipality requests that the County perform work of the manner described below and guarantees reimbursement to the County for all work done, the County 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 Municipality of PeEll, Washington, or areas in which the Municipality has legal authority to perform the following work:

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|---|---|
| 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. Other work as needed |
| G. Grading | |

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 MAYOR, of the Municipality requests an estimate for reimbursable work from Lewis by submitting a reimbursable work order.

b) A County Senior Engineer, Road Maintenance Supervisor, or Traffic Operations Supervisor will provide an estimated cost of the work.

c) The County Maintenance & Traffic Engineer or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.

d) The Council, of the Municipality approves expenditure of Municipality funds to complete the work as described, based on the detailed scope of work provided by the County.

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 MAYOR, of the Municipality will submit the Reimbursable Work Order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. The Municipality hereby agrees to reimburse the Public Works Department of the County 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 the County for the Municipality under this agreement shall not exceed $20,000 per agreement, nor an annual aggregate amount of $30,000.

4. The Municipality 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 the County'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 the Municipality has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the County. The Municipality 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 the Municipality 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 Municipality has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

8. The Municipality certifies and warrants that MAYOR, has the authority to enter into a reimbursable work order and to bind the Municipality thereby.

9. The Municipality hereby confers on the County the authority to perform the categories of work listed in paragraph one within the Municipality's jurisdictional limits for the purposes of carrying out this Agreement. Further, the Municipality agrees that when the County

provides engineering and administrative services for the Municipality, the County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the MAYOR or other officer or department charged with road maintenance administration.

10. The County is a contractor of services only and does not purport to represent the Municipality professionally other than in providing the services requested by the Municipality. 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. In the event the County uses contract services to perform services for the Municipality, the County shall perform the appropriate supervision and inspection of the contractor's work.

11. This Agreement will expire December 31, 2019, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the Director of the Lewis County Public Works Department or the MAYOR of the Municipality, 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

By: Civil Deputy

ATTEST:

Karri Muir, CMC, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

F. Lee Grose, Chair

Edna J. Fund, Vice Chair

P.W. Schulte, Member

Municipality:

By: [signature]

Title: MAYOR