INTERLOCAL AGREEMENT BETWEEN LEWIS COUNTY

AND LEWIS COUNTY TWIN TRANSIT

THIS AGREEMENT is made by and entered into between Lewis County Twin Transit, a transportation benefit area organized pursuant to Chapter 36.57A RCW ("Twin Transit"), and Lewis County, both municipal corporations of the State of Washington (collectively "Parties"), pursuant to the Inter-local Cooperation Act, RCW Chapter 39.84. This Agreement is intended to assist Twin Transit in issuing bids or requests for proposals for equipment, supplies, materials, design services, planning services, and project management services necessary to construct and remodel the Twin Transit office space located in Centralia, Washington.

WHEREAS an inter-local agreement setting forth certain terms and conditions is necessary to effectuate this purpose.

NOW, THEREFORE, in consideration of the terms and conditions stated herein, Twin Transit and Lewis County agree as follows:

Purpose. Lewis County shall provide Twin Transit with technical assistance in issuing bids or requests for proposals for equipment, supplies, materials, design services, planning services, and project management services necessary to complete construction and renovation of Twin Transit's office space located in Centralia, Washington.

1. **Means of Joint Undertaking**. No separate legal entity shall be created to implement the terms of this Agreement. The Director of Central Services for Lewis County and the General Manager of Twin Transit shall provide joint oversight to administer this Agreement.
2. **Term**. The term of this Agreement shall commence upon signing by both parties and shall terminate on December 31, 2015 ("Term"). The Term may mutually agree to extend the Term. Such amendment shall not be binding unless in writing and signed by personnel authorized to bind Lewis County and Twin Transit.
3. **Fees.** Twin Transit agrees to compensate Lewis County at County's actual cost for services rendered including overhead costs. In addition, Twin Transit shall reimburse County for necessary and reasonable travel expense incurred under this Agreement at the rate of $0.55 per mile. Payment for services shall be made monthly and is due by the fifteenth working day of the month following the month in which the covered services were rendered. This Agreement is for the provision of technical assistance in developing bids and requests for proposals. Twin Transit shall be responsible for all costs associated with such technical assistance. Twin Transit also shall be solely responsible for the costs of all goods and services purchased pursuant to the resulting bids and requests for proposals, including but not limited to the purchase of equipment, materials, supplies, licenses, permits, design services, planning services, and project management services and labor costs associated with these items.
4. **Independent Contractor.** The services provided by Lewis County under this Agreement are those of an independent contractor. Employees of Lewis County shall remain employees of Lewis County. Employees of Twin Transit are and shall remain employees of Twin Transit.

5. **Assignment and Subcontracting**. No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without express and prior written approval of Lewis County's Director of Central Services.
6. **Modification**. Either Party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by personnel authorized to bind Lewis County and Twin Transit.
7. **Termination for Public Convenience**. This Agreement shall continue until cancelled by either Party. Either Party may terminate this Agreement by delivering notice of termination to the other Party at least thirty (30) days in advance of the termination date. If the Agreement is so terminated, the terminating Party shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.
8. **Defense and Indemnity Agreement**. Each Party shall hold the other Party, its officials, employees, agents and insurers ("Indemnities") harmless and shall indemnify Indemnities from any and all causes of action, judgments, claims, and damages arising out of its sole and solitary acts or omissions. Without limiting the foregoing, the Twin Transit acknowledges that it is solely responsible for all liability, costs or expenses resulting from its acts or omissions, and that Lewis County's responsibility and liability hereunder is expressly limited to the provision of the technical assistance services described in Section 3 of this Agreement.
9. **Venue and Choice of Law**. This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. The venue for any dispute related to this Agreement shall be in the courts of the State of Washington in and for the County of Lewis.
10. **Confidentiality**. Twin Transit, its employees, subcontractors and their employees shall maintain the confidentiality of all of the information provided by Lewis County or acquired by Twin Transit in the performance of this Agreement, except as required by law or upon prior written consent of the Lewis County Prosecuting Attorney or any order entered by a court after having acquired jurisdiction over the County. Twin Transit shall immediately give Lewis County and the Director of Central Services notice of any public records request for information or records concerning this Agreement or of any administrative or judicial proceeding seeking disclosure of such records or information.
11. **Severability**. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
12. **Waiver**. Waiver of any breach of condition this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be help to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
13. **Entire Agreement**. This written contract represents the entire Agreement between Parties and supersedes any prior statements, discussions or understandings between the Parties.

LEWIS COUNTY TWIN TRANSIT BOARD

LEWIS COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman

Edna J. Fund, Chair

P. W. Schulte, Vice Chair

Gary Stamper, Commissioner

APPROVED AS TO FORM

Twin Transit Counsel
JANEAN PARKER

APPROVED TO FORM

Lewis County Deputy Prosecuting Attorney