

CONTRACT TO PERFORM GOVERNMENTAL ACTIVITIES
Between
THURSTON COUNTY
And
CITY OF CENTRALIA

THIS CONTRACT is entered into in duplicate originals between THURSTON COUNTY, hereinafter "County," and CITY OF CENTRALIA, hereinafter "City."

WHEREAS, it is to the mutual advantage of the County and the City to cooperate in pre-leveling work and Chipseal Contract as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, it is mutually agreed by the parties as follows:

PURPOSE

The purpose of this Contract is to provide the work necessary for road surface preparation prior to the chipseal application and the work necessary to complete Bituminous Surface Treatment Class A. The road surface to be prepared is a maintenance access road (1.5 miles in length x 18 feet wide) as identified in Exhibit "A" attached hereto and incorporated herein by reference.

SCOPE OF WORK

(Surface Preparation) The work performed by Thurston County Road Maintenance Division under this Contract shall consist of grading and shaping an existing access road and provision of necessary equipment, operators, materials, traffic control, and construction inspection.

(Chipseal Contract) The work shall consist of constructing bituminous surface treatment on a gravel road identified in Exhibit A, providing traffic control, and construction inspection. Construction will be completed by a private contractor under contract with the County and accomplished in accordance with the Washington State Dept. of Transportation 2006 Standard Specifications.

DURATION

The term of this Contract shall commence May 21, 2007 or as soon as practical thereafter and the work completed within approximately 60 calendar days from commencement.

RESPONSIBILITY OF THE COUNTY

The County shall:

1. Provide necessary equipment, operators, materials, traffic control, construction inspection, and contract administration set out under Scope of Work; and
2. Keep accurate records of actual costs associated with the work set out herein; and
3. Invoice the City for the actual cost of the work set out in this Contract that the County shall submit to the City upon completion of the work.

RESPONSIBILITY OF THE CITY

The City shall:

1. Perform all stormwater management requirements, signage, striping and acquisition of permits necessary for the performance of the Scope of Work; and
2. Reimburse the County for all actual costs associated with the work set out in herein, including but not limited to actual labor and equipment costs necessary to provide inspection and traffic control work; and
3. Timely pay all invoices in full on or before 30 days from the date of submittal by the County for the work provided herein.

PAYMENT

Compensation for the work performed by the County under this Contract shall not exceed \$85,000 without consent of the City.

ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Contract and for coordinating and monitoring performance under this Contract. In the event such representatives are changed, the party making the change shall notify the other party.

The County's representative shall be Michael Clark.

The City's representative shall be Jan Stemkoski.

RELATIONSHIP OF THE PARTIES

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Contract is for the benefit of the parties, and no third party beneficiary relationship is intended.

INDEMNIFICATION AND HOLD HARMLESS

Each party agrees to indemnify and hold harmless the other party, its elected and appointed officers, employees, and agents from and against any and all claims, demands, and/or causes of action of any kind or nature, including but not limited to attorneys fees and costs,

arising from the action and/or inactions of either party, its elected and appointed officers, employees, and agents in conjunction with this Contract. In the event of concurrent negligence of the parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its elected and appointed officers, employees, and agents. It is further provided that no liability shall attach to the County by reason of entering into this Contract except as expressly provided herein.

TERMINATION

Either party may terminate this Contract upon thirty (30) days prior written notice to the other party. If this Contract is so terminated the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination. The indemnification and hold harmless provisions of this Contract shall survive termination of the Contract.

CHANGES, MODIFICATIONS, AND AMENDMENTS

The Contract may be changed, modified, amended or waived only by written agreement executed by the parties hereto.

GOVERNANCE

This Contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Contract shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Contract.

ENTIRE CONTRACT

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this 11 day of June, 2007.

City of Centralia

Board of County Commissioners
Thurston County

By: [Signature]
Authorized Representative

[Signature]
Chairman

CITY MANAGER
Title

[Signature]
Vice-Chairman

Approved as to Form:

[Signature]
Commissioner

By: [Signature]
City Attorney

ATTEST:

Attest:

[Signature]
Clerk of the Board

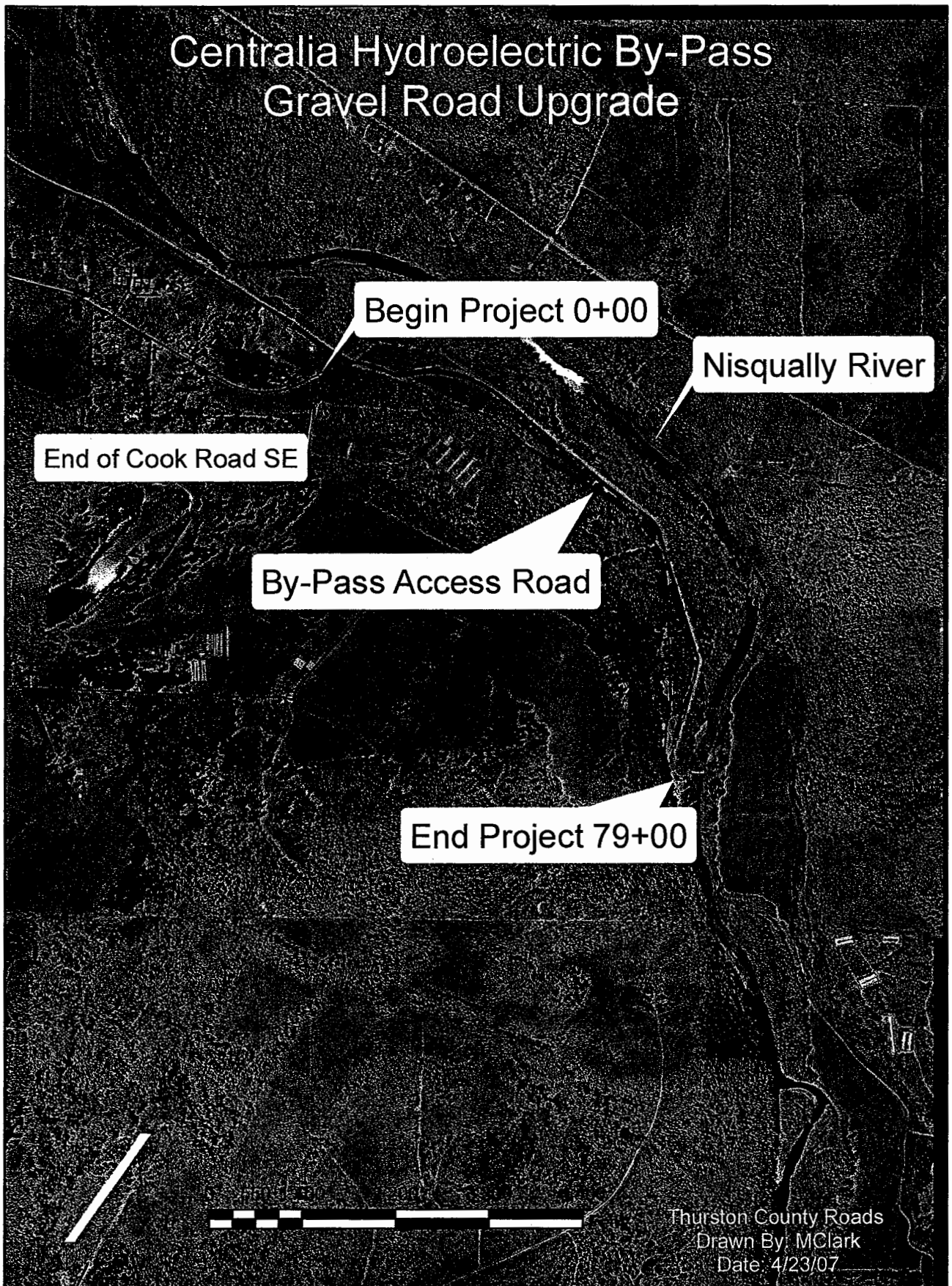
[Signature]
City Clerk

Approved as to Form:
Edward G. Holm
Prosecuting Attorney

By: [Signature]
Deputy Prosecuting Attorney

Attachment "A"

Centralia Hydroelectric By-Pass Gravel Road Upgrade



End of Cook Road SE

Begin Project 0+00

Nisqually River

By-Pass Access Road

End Project 79+00

Thurston County Roads
Drawn By: MClark
Date: 4/23/07