INTER-LOCAL AGREEMENT
FLOOD WARNING SYSTEM COST SHARING

This Inter-local Agreement (AGREEMENT), is made and entered into pursuant to R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210 this____day of _____ , 20___, by and between Lewis County and Thurston County, both political subdivisions of the State of Washington and members of the Chehalis River Basin Flood Control Authority (collectively "Parties").

WHEREAS, Lewis County serves as the Fiscal Agent for the Chehalis River Basin Flood Control Authority ("Flood Authority"); and

WHEREAS, the Flood Authority has approved the Parties' agreement that the Counties shall bear a certain percentage of the annual cost of operating and maintaining the Chehalis River Basin Flood Warning System ("Flood Warning System"), including certain identified river/stream/precipitation gages located throughout the Chehalis River Basin; and

WHEREAS, Thurston County, as beneficiary of the Flood Warning System, has agreed to pay a share for the annual maintenance cost assessed by Lewis County on behalf of the Flood Authority for operating and maintaining the Flood Warning System; and

WHEREAS, Lewis County and Thurston County wish to memorialize the terms and conditions of their agreement in an inter-local agreement.

NOW, THEREFORE, THE PARTIES COVENANT AND AGREE as follows:

1. PURPOSE AND UNDERTAKING. Thurston agrees to pay Lewis County biannually for operation and maintenance of the Flood Warning System. These payments are intended to defray a portion of the Flood Authority's annual assessment to Lewis County for the cost of the Flood Warning System. These costs include, but are not limited to, acquisition, installation, and maintenance of certain river and precipitation gages, operational support, parts, operation and maintenance of the flood warning website, consultant fees and other expenses directly related to the Flood Warning System, as authorized and approved by the Chehalis River Basin Flood Authority. Lewis County will remit to Thurston County an invoice on a biannual basis, Thurston agrees to reimburse Lewis County within thirty (30) days of receiving the payment request.
2. LEWIS COUNTY'S UNDERTAKING. Lewis County agrees to pay the Flood Authority's approved contractor the amount duly approved and assessed each year by the Flood Authority for the Flood Warning System. While Fiscal Agent for the Flood Authority and as duly directed by the Flood Authority, Lewis County also will continue to collect and disburse to the appropriate contractor all contributions by other members of the Flood Authority toward the operation and maintenance cost of the Flood Warning System.
3. NO SEPARATE ENTITY. The Parties are not forming a separate entity as part of this Agreement. This Agreement shall not be deemed or construed to create a separate legal entity or to create a joint venture or partnership among the Parties. Each Party represents and warrants that it has the authority to enter into this Agreement.

4. DURATION. This Agreement shall expire on December 31, 2019, unless terminated earlier pursuant to the provisions of this Agreement. Each Party may terminate its participation in this Agreement by depositing in the U. S. Mail, first class postage prepaid, or providing in person a written notice of termination addressed to the contact persons for each non-terminating Party as identified herein and at the address stated herein. The termination shall become effective thirty (30) days after it is postmarked or is hand-delivered to the non-terminating Party at the following addresses or as such addresses are amended by written Notice of Change of Address signed by the Chair of the Board of County Commissioners:
    a. Lewis County: Chair of the Lewis County Board of County Commissioners, 351 NW North Street, Chehalis, WA 98532
    b. Thurston County: Chair of the Thurston County Board of County Commissioners, 2000 Lakeridge Dr. SW, Olympia, WA 98502
6. AMENDMENT. With the exception of a change in notification address, this Agreement may be amended, altered or changed only by a written memorandum of agreement approved by the governing bodies of the parties and signed by the respective city managers and commissioners.
7. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any dispute arising hereunder shall be in the Superior Court for the State of Washington in Lewis County.

EXECUTED IN DUPLICATE and effective as of the date and year first above written.

APPROVED AS TO FORM:
Prosecuting Attorney

By: _____

ATTEST:

_____
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
THURSTON COUNTY, WASHINGTON

_____
Chair

_____
Commissioner

_____
Commissioner

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

_____
By: Glenn Carter, Deputy Prosecuting Attorney

ATTEST:

_____
Karri Muir, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

_____
F. Lee Grose, Chair

_____
Edna J. Fund, Vice Chair

_____
P.W. Schulte, Commissioner