

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

**APPROVING A MASTER INTERLOCAL AGREEMENT        }**  
**BETWEEN LEWIS COUNTY AND WAHKIAKUM            }** **RESOLUTION NO. 13- 434**  
**COUNTY AND AUTHORIZING SIGNATURES THEREON    }**

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, the parties, Lewis County and Wahkiakum County, desire to enter into an Agreement to streamline the administrative process in which reimbursable work is done for Wahkiakum County by Lewis County Public Works; and

**WHEREAS**, this Master Interlocal Agreement will be for a period of 5 years, expiring December 31, 2018 and can be terminated by either party upon written notice; and

**WHEREAS**, the Board of Wahkiakum County Commissioners approved the Master Interlocal Agreement in their regular business meeting on July 23, 2013.

**WHEREAS**, the Board of Lewis County Commissioners has had an opportunity to review the Master Interlocal Agreement, attached to this resolution as Exhibit A; and

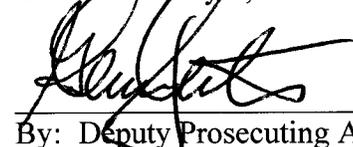
**WHEREAS**, it appears to be in the best public interest to authorize the execution of the Master Interlocal Agreement between Lewis County and Wahkiakum County.

**NOW, THEREFORE BE IT RESOLVED** that the Master Interlocal Agreement with Wahkiakum County for the purpose of streamlining reimbursable work is hereby approved for a 5 year period expiring on December 31, 2018, and the Board of County Commissioners is authorized to sign the same.

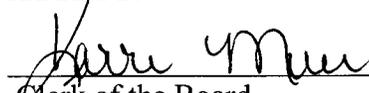
**DONE IN OPEN SESSION** this 5<sup>th</sup> day of August, 2013.

**APPROVED AS TO FORM:**

Jonathan L. Meyer, Prosecuting Attorney

  
By: Deputy Prosecuting Attorney

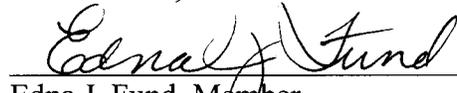
**ATTEST:**

  
Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

  
P. W. Schulte, Chairman

Absent  
F. Lee Grose, Vice Chairman

  
Edna J. Fund, Member

**EXHIBIT "A"**

(Master Interlocal Agreement with Wahkiakum County)

## 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 5 day of August, 2013, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "Lewis", and the WAHKIAKUM COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "Wahkiakum",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

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

- A. Provide Surface Material
- B. Snow Plowing
- C. Chipsealing
- D. Asphalt Overlay
- E. Traffic Striping
- F. Asphalt Patching
- G. Grading
- H. Vegetation Control
- I. Guardrail Repair
- J. Traffic Signs
- K. Other work as needed

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 County Engineer, of Wahkiakum requests an estimate for reimbursable work from the Lewis by submitting a reimbursable work order.
- b) A Lewis County Senior Engineer or Road Maintenance Area Supervisor will provide estimated cost of the Work.

- c) Lewis County Maintenance and Operations Superintendent or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.
- d) The County Engineer, of Wahkiakum approves expenditure of County funds to complete the work as described, based on the detailed scope of work provided by the Lewis County.
- e) The Lewis 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 County Engineer of Wahkiakum will submit the Reimbursable Work order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

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

4. Wahkiakum 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 Lewis 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 Wahkiakum has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the Lewis. Wahkiakum 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 Wahkiakum agrees to protect, defend, indemnify and hold harmless Lewis 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 Lewis County, except insofar as any obligation or responsibility is imposed upon Lewis County by statute. Wahkiakum has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

8. Wahkiakum certifies and warrants that County Engineer has the authority to enter into a reimbursable work order and to bind Wahkiakum thereby.

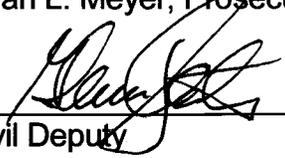
9. Wahkiakum hereby confers on Lewis the authority to perform the categories of work listed in paragraph one within Wahkiakum's jurisdictional limits for the purposes of carrying out this Agreement. Further, Wahkiakum agrees that when the Lewis provides engineering and administrative services for Wahkiakum, the Lewis County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the County Engineer or other officer or department charged with road maintenance administration.

10. Lewis is a contractor of services only and does not purport to represent Wahkiakum professionally other than in providing the services requested by Wahkiakum. As an independent contractor, Lewis shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event Lewis uses contract services to perform services for Wahkiakum, Lewis shall perform the appropriate supervision and inspection of the contractor's work.

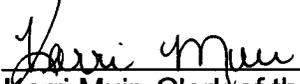
11. This Agreement will expire December 31, 2018, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the Director of the Lewis County Public Works Department or the Wahkiakum County Public Works Department, respectively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

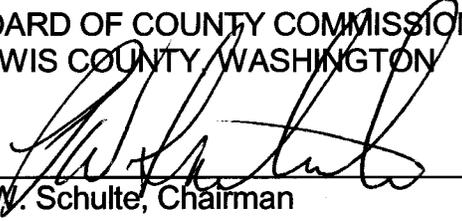
APPROVED AS TO FORM:  
Jonathan L. Meyer, Prosecuting Attorney

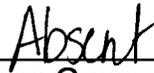
  
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By: Civil Deputy

ATTEST:

  
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Karri Muir, Clerk of the Board

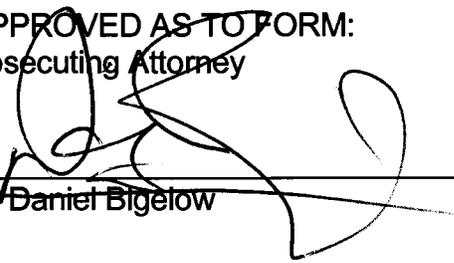
BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY WASHINGTON

  
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P.W. Schulte, Chairman

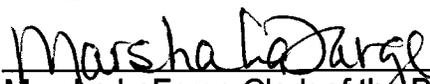
  
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F. Lee Grose, Vice Chairman

  
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Edna J. Fund, Member

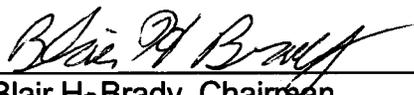
APPROVED AS TO FORM:  
Prosecuting Attorney

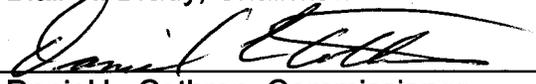
  
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By: Daniel Bigelow

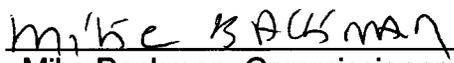
ATTEST:

  
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Marsha LaFarge Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
WAHKIAKUM COUNTY, WASHINGTON

  
\_\_\_\_\_  
Blair H. Brady, Chairman

  
\_\_\_\_\_  
Daniel L. Cothren, Commissioner

  
\_\_\_\_\_  
Mike Backman, Commissioner