

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

**IN THE MATTER OF:**

Approving an Interlocal Agreement between Lewis County  
and City of Vader regarding work by county crews and  
authorizing signatures thereon.

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}  
} **RESOLUTION NO. 16-181**  
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**WHEREAS**, RCW 39.34.080 authorizes public agencies to perform governmental services, activities, or undertakings which each public agency entering into the contract is authorized by law to perform, provided such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, the City of Vader has a need to complete maintenance chipsealing work on certain roads within their jurisdiction, but lacks the manpower and equipment to complete the work and has asked to enter into an interlocal agreement for Lewis County to perform the work; and

**WHEREAS**, the Public Works Director/County Engineer has reviewed an interlocal agreement between Lewis County and City of Vader regarding maintenance chipsealing of city roads, at an estimated cost of \$52,216.66, which includes labor, materials and equipment, plus an administrative fee of \$2,610.83, making the total \$54,827.49, and recommends that the Board of County Commissioners (BOCC) approve the interlocal agreement between Lewis County and City of Vader regarding maintenance chipsealing work to be performed by county crews.

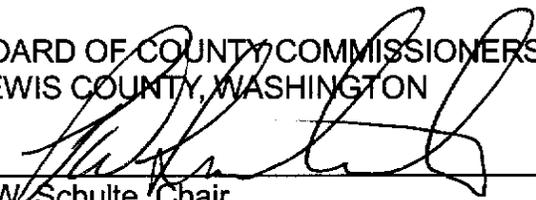
**NOW THEREFORE BE IT RESOLVED**, that the BOCC has determined proceeding with the interlocal agreement between Lewis County and City of Vader is in the best public interest and is hereby approved, and the BOCC is authorized to sign the same.

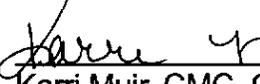
**DONE IN REGULAR SESSION** this 11<sup>th</sup> day of July 2016.

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

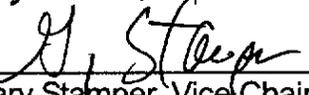
  
\_\_\_\_\_  
By: Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
\_\_\_\_\_  
P.W. Schulte, Chair

ATTEST:  
  
\_\_\_\_\_  
Karri Muir, CMC, Clerk of the Lewis  
County Board of County Commissioners



  
\_\_\_\_\_  
Gary Stamer, Vice Chair

  
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Edna J. Fund, Commissioner

## 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 11 day of July, 2016, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Vader, a municipal corporation hereinafter referred to as the "Municipality",

### WITNESSETH:

**IT IS HEREBY COVENANTED AND AGREED** as follows:

1. The Municipality requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees reimbursement to the County for all work done. The County will contract all necessary labor, material, and equipment incidental to complete preparation work and chipsealing on 6<sup>th</sup> Street, 9<sup>th</sup> Street, A Street, B Street, and E Street, per the attached Estimate for Reimbursable Work.

2. 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, and materials used, and upon administrative services associated with the maintenance work involved.

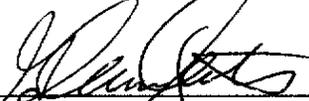
3. The Municipality certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified but, in fact has insufficient manpower/equipment to accomplish this work.

4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the County Road Division's regular schedule, and should such reimbursable work not be accomplished prior to December 31, 2016, any and all obligation to provide same shall terminate.

5. 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.

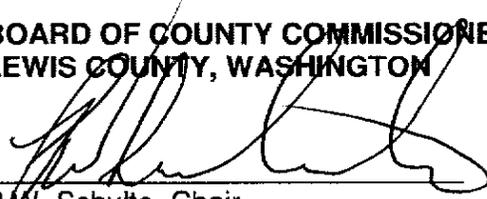
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

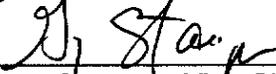
**APPROVED AS TO FORM:**  
Jonathan L. Meyer, Prosecuting Attorney

  
\_\_\_\_\_  
By: Deputy Prosecuting Attorney

**ATTEST:**  
  
\_\_\_\_\_  
Karri Muir, CMC, Clerk of the Lewis  
County Board of County Commissioners

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

  
\_\_\_\_\_  
P.W. Schulte, Chair

  
\_\_\_\_\_  
Gary Stamper, Vice Chair

  
\_\_\_\_\_  
Edna J. Fund, Commissioner

**CITY OF VADER**

By:   
\_\_\_\_\_

Title: Mayor

Date: June 22, 2016



**REQUEST FOR ESTIMATE FOR REIMBURSABLE WORK  
BY THE LEWIS COUNTY PUBLIC WORKS DEPARTMENT**

The undersigned hereby request the Public Works Department to provide a preliminary estimate for cost of work stated herein.

Type of work requested: Chipseal preparation and surfacing work to be completed on: 6<sup>th</sup> Street, 9<sup>th</sup> Street, A Street, B Street, and E Street for the City of Vader

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It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of labor, equipment rental and materials used in the work involved. A 5% administrative fee will be included with a minimum of \$100.00 per agreement.

It is understood that such work shall be accomplished in such a manner as not to interrupt or interfere with the Lewis County Public Works Department's regular schedule; and insofar as the undersigned's interests may appear, will hold Lewis County, its employees or agents, harmless from such claims, losses, demands or actions, which may arise for any reason as a result of the performance of the agreement.

It is understood that the requesting agency has total responsibility for determining whether or not it has the legal authority to accomplish this work with its own forces but in fact has insufficient manpower/ equipment to accomplish this work and is willing to certify and warrant same.

It is understood that the requesting agency has total responsibility for having in its name all necessary easement rights or the like prior to construction and/or maintenance by the County where such work will occur off County property.

Date: 6/8/16

Agency: City of Vader  
Signature: Kenneth D. Smith  
Title: Mayor



**SUPERVISOR / SENIOR ENGINEER ESTIMATE**

I have this date met with a representative of (agency or county department) and upon inspection of the work to be requested for such agency or other county department, it is my recommendation in this regard:

I do herewith recommend the request for such work be: Accepted  Denied

Date: 6/8/16 By: Ken H. King  
Maintenance Lead Supervisor, Area Supervisor or Senior Engineer

1. If accepted and approved by the County Engineer, I submit my preliminary estimate cost of \$38,071.54 plus administrative costs of \$1,903.58 for a total cost of \$39,975.12 to complete the project requested.

2. If denied, I herewith state my reason for such denial:  
\_\_\_\_\_  
\_\_\_\_\_

**MAINTENANCE / ENGINEER APPROVAL OF ESTIMATE**

Type of Work:  Maintenance  Construction

Cost Estimate of work as requested is reasonable and required resources are available:  Yes  No

Date: 6-23-16 By: [Signature]  
Maintenance and Traffic Engineer  
or Assistant County Engineer

**REIMBURSABLE WORK APPROVAL**

Approval subject to ratification by the Board of County Commissioners.

Date: [Signature] By: [Signature]  
County Engineer

**Vader Chipseal Work**  
**Engineer's Estimate**

**Type of work requested:**

Chipseal work to be completed on: 6th Street, 9th Street, A Street, B Street, and E Street for the City of Vader

Item	Item Description	Length (ft)	Width (ft)	Quantity	Unit	Unit Cost	Total Cost
1	Chipseal - 6th Street	1,300	20	2,888.89	YD^2	\$2.75	\$7,944.45
2	Chipseal - 9th Street	700	19	1,477.78	YD^2	\$2.75	\$4,063.90
3	Chipseal - A Street	425	21	991.67	YD^2	\$2.75	\$2,727.09
4	Chipseal - B Street	1,603	20	3,562.22	YD^2	\$2.75	\$9,796.11
5	Chipseal - E Street	420	12	560.00	YD^2	\$2.75	\$1,540.00
6	Preparation for Chipseal Work			1	L.S.	\$12,000.00	\$12,000.00
7	5% Administrative Fee			1	L.S.	\$1,903.58	\$1,903.58
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15							

**Total Estimated Cost - \$39,975.12**

Prepared by: \_\_\_\_\_ MK \_\_\_\_\_

Checked by: \_\_\_\_\_