

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

**IN THE MATTER OF:**

RESOLUTION NO. 21-085

APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN LEWIS COUNTY AND CITY OF VADER  
REGARDING WORK BY COUNTY CREWS AND  
AUTHORIZING SIGNATURES THEREON

**WHEREAS**, RCW 39.34.080 authorizes public agencies to perform governmental services, activities or undertakings that 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 its 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 and County Engineer have reviewed an interlocal agreement between Lewis County and the City of Vader regarding maintenance chipsealing of city roads, at an estimated cost of \$30,046.73, which includes labor, materials and equipment, plus an administrative fee of \$1,502.34, making the total \$31,549.07, 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 OPEN SESSION this 9th day of March, 2021.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Amber Smith  
By: Amber Smith,  
Deputy Prosecuting Attorney

Gary Stamper  
Gary Stamper, Chair

ATTEST:



Lindsey R. Pollock, DVM  
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester  
Rieva Lester,  
Clerk of the Lewis County Board of  
County Commissioners

Absent  
Sean D. Swope, 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 9<sup>th</sup> day of March, 2021, 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 chipsealing on sections of 8<sup>th</sup> Street, H Street, 9<sup>th</sup> 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, 2021, 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.



ORIGINAL

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

*Jonathan L. Meyer*  
By: Deputy Prosecuting Attorney

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

*Gary Stamper*  
Gary Stamper, Chair

**ATTEST:**

*Rieva Lester*  
Rieva Lester, Clerk of the Lewis  
County Board of County Commissioners

*Lindsey R. Pollock, DVM*  
Lindsey R. Pollock, DVM, Vice Chair

*absent*  
Sean D. Swope, Commissioner



**CITY OF VADER**

By: *Roe Schey*

Title: Mayor

Date: *2/11/2021*

**USE - Project: 60-VADER2021-1, Activity Code: 4280**

ORIGINAL



Josh S. Metcalf, P.E.  
Director

Tim D. Fife, P.E.  
County Engineer

## Department of Public Works

Administration • Engineering Services • Traffic • Road Maintenance • Real Estate Services • Waste Management

### City of Vader

### Estimate

County Estimate for Reimbursable Work - Chipseal

Road	Description	Areas	Length	Width	Sq Yards	Rock size	Cost / Sq Yd	Estimate
8TH ST - D ST to E ST	Chip Seal - One application liquid asphalt and rock chips	1	0.061	21	752	3/8"- #4	\$2.75	\$2,066.68
8TH ST - E ST to F ST	Chip Seal - One application liquid asphalt and rock chips	1	0.065	21	801	3/8"- #4	\$2.75	\$2,202.20
8TH ST - F ST to G ST	Chip Seal - One application liquid asphalt and rock chips	1	0.054	21	665	3/8"- #4	\$2.75	\$1,829.52
8TH ST - I ST to G ST	Chip Seal - One application liquid asphalt and rock chips	1	0.128	21	1,577	3/8"- #4	\$2.75	\$4,336.64
8TH ST - I ST to W HWY	Chip Seal - One application liquid asphalt and rock chips	1	0.200	21	2,464	3/8"- #4	\$2.75	\$6,776.00
8TH ST - MAIN to A ST	Chip Seal - One application liquid asphalt and rock chips	1	0.063	14	517	3/8"- #4	\$2.75	\$1,422.96
H ST - 10TH to 9TH	Chip Seal - One application liquid asphalt and rock chips	1	0.077	22	994	3/8"- #4	\$2.75	\$2,732.99
9TH - E ST to F ST	Chip Seal - One application liquid asphalt and rock chips	1	0.062	19	691	3/8"- #4	\$2.75	\$1,900.51
9TH - F ST to G ST	Chip Seal - One application liquid asphalt and rock chips	1	0.060	20	704	3/8"- #4	\$2.75	\$1,936.00
9TH ST - G ST to H ST	Chip Seal - One application liquid asphalt and rock chips	1	0.071	22	916	3/8"- #4	\$2.75	\$2,520.03
E ST - 8TH to 9TH	Chip Seal - One application liquid asphalt and rock chips	1	0.080	18	845	3/8"- #4	\$2.75	\$2,323.20

Chipseal Total Square Yardage - 10,926

This estimate includes brooming of the road.

Subtotal -	\$30,046.73
5% Administrative Charge -	\$1,502.34
<u>Total -</u>	<u>\$31,549.07</u>

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

Date: \_\_\_\_\_

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[www.lewiscountywa.gov](http://www.lewiscountywa.gov)



# BOCC AGENDA ITEM SUMMARY

**Resolution:****BOCC Meeting Date:** March 9, 2021**Suggested Wording for Agenda Item:****Agenda Type:** Deliberation

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

**Contact:** Josh Metcalf**Phone:** 2762**Department:** PW - Public Works**Description:**

This resolution will authorize the Board of County Commissioners (BOCC) to sign and ratify an interlocal agreement between Lewis County and City of Vader.

**Approvals:****Publication Requirements:****Publications:**

User	Status
PA's Office	Pending

**Additional Copies:**

Rose Williams - PW

Tim Fife - PW

Kevin Korpi - PW

**Cover Letter To:**