

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

IN THE MATTER OF:

RESOLUTION NO. 21-230

APPROVING A TASK ASSIGNMENT PURSUANT TO
INTERLOCAL AGREEMENT NO. 05-200 BETWEEN
LEWIS COUNTY AND TACOMA POWER
REGARDING WORK BY COUNTY CREWS AND
AUTHORIZING SIGNATURES THEREON

WHEREAS, pursuant to the authority of RCW 39.34.080 and in conformance with RCW 43.09.210, Lewis County entered into Interlocal Agreement 05-200 dated July 18, 2005, to perform identifiable maintenance and construction tasks including road construction and maintenance; and

WHEREAS, at the request of Tacoma Power and pursuant to the approved Interlocal Agreement, the Public Works Director and County Engineer have reviewed a task assignment (Exhibit A) and recommend that the Board of County Commissioners (BOCC) approve Task Assignment #2021-01 between Lewis County and Tacoma Power regarding maintenance work to be performed by county crews; and

WHEREAS, Task Assignment #2021-01 is for chipseal work, at an estimated cost of \$30,066.67, which includes labor, materials, and equipment, plus an administrative fee of \$1,503.33, for a total of \$31,570.00.

NOW THEREFORE BE IT RESOLVED that the BOCC has determined proceeding with Task Assignment #2021-01 is in the best public interest and is hereby approved, and the BOCC is authorized to sign the same.

DONE IN OPEN SESSION this 22nd day of June, 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:
Rieva Lester, Clerk of the Board

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

Tamara Martin
By: Tamara Martin

Sean D. Swope
Sean D. Swope, Commissioner



TASK ASSIGNMENT #2021-01

Pursuant to Interlocal Agreement 05-200, dated July 18, 2005

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 22nd day of June, 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 Tacoma, Tacoma Public Utilities, (dba) Tacoma Power, 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 based upon the County's Estimate for Reimbursable Work, attached hereto as exhibit "A" for a total value of **\$30,066.67**, plus a 5% Administration Charge of **\$1,503.33**, for a total of **\$31,570.00**. The County will provide any and all labor and material and administration necessary and incidental to perform all items of work as follows:
 - A. *One application of liquid asphalt and rock chips to the Haul Road, from Bridge 108 near Taidnapam Park, northerly approximately 10,824-feet in length, 10-feet wide (outbound lane), for an approximate total of 12,027-square yards.*
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 and construction work involved, reflected by exhibit "A" attached hereto.
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, and has legal access thereto, 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 to the extent allowed by RCW 4.24.115, 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.

6. This Task Assignment assumes that all work required will be performed by County forces exclusively.

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

ATTEST:

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

APPROVED AS TO FORM:

Jonathan L. Meyer,
Prosecuting Attorney

By: *Amber Smith*
Deputy Prosecuting Attorney



BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

Gary Stamper
Gary Stamper, Chair

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

Sean D. Swope
Sean D. Swope, Commissioner

CITY OF TACOMA

Chris Mattson 05/07/2021

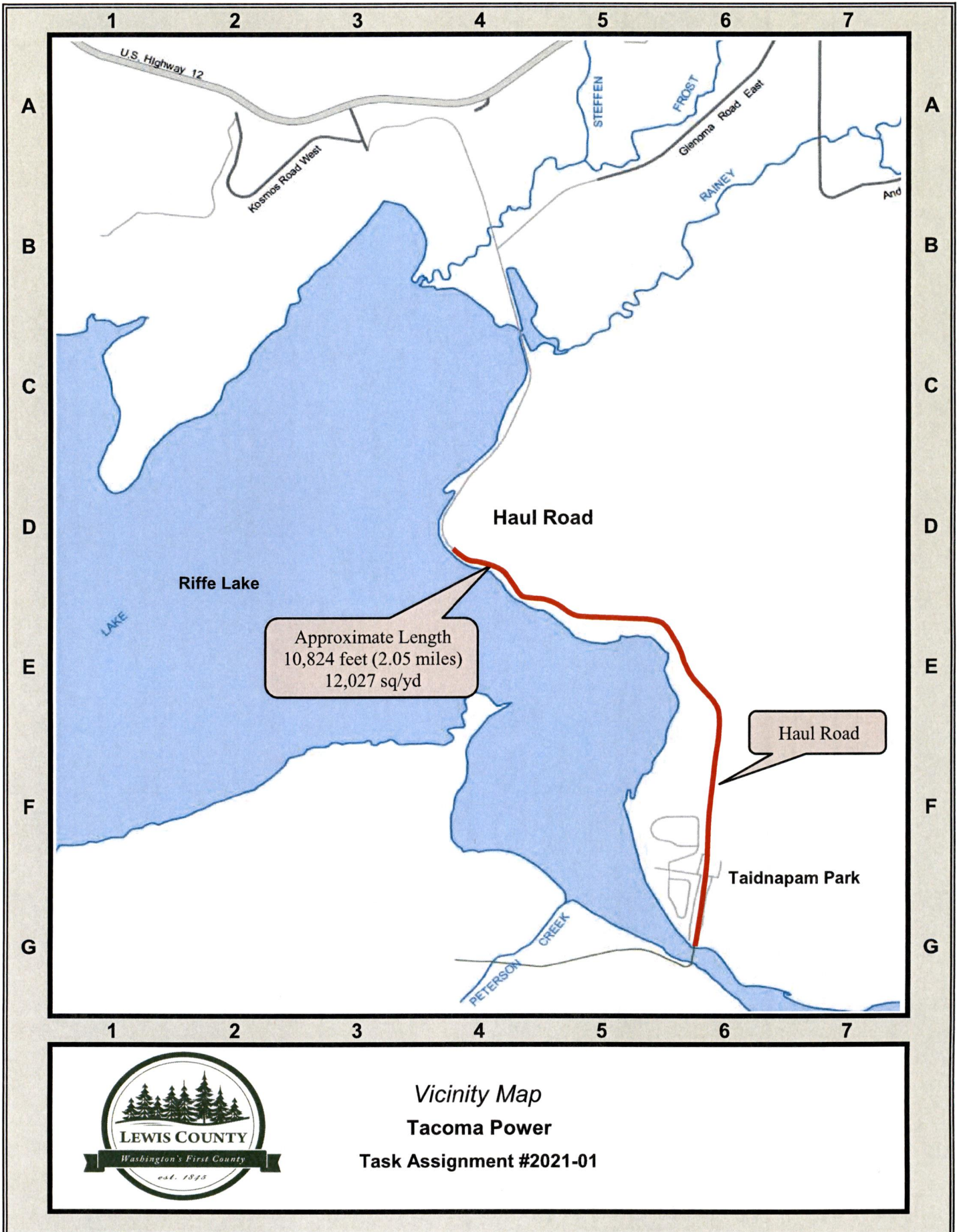
Chris Mattson, Generation Manager

Andy Cherullo 05/10/2021

Andrew Cherullo, Finance Director

APPROVED AS TO FORM:

Martha Lantz 05/12/2021
Martha Lantz, Deputy City Attorney





Josh 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

Tacoma Power
Task Assignment #2021-01

EXHIBIT A

County Estimate for Reimbursable Work - Chip Sealing

Road	Description	Areas	Length	Width	Sq Yards	Rock size	Cost / Sq Yd	Estimate
Haul Road	Chip Seal - One application liquid asphalt and rock chips	1	10,824	10.0	12,027	3/8" - #10	\$2.50	\$30,066.67

Description: One application of liquid asphalt and rock chips to the Haul Road, from Bridge 108 near Taidnapam Park, northerly approximately 10,824-feet in length, 10-feet wide (outbound lane), for an approximate total of 12,027-square yards.

Chip Seal
Total Square Yardage - 12,027

This estimate includes brooming of the road.

Subtotal -	\$30,066.67
5% Administrative Charge -	\$1,503.33
<u>Total -</u>	<u>\$31,570.00</u>

Prepared By: 

Checked By: _____

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www.lewiscountywa.gov

BOCC AGENDA ITEM SUMMARY

Resolution:**BOCC Meeting Date:** June 22, 2021**Suggested Wording for Agenda Item:****Agenda Type:** Deliberation

Approving a Task Assignment pursuant to Interlocal Agreement No. 05-200 between Lewis County and Tacoma Power regarding work by county crews and authorizing signatures thereon

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

Approving a Task Assignment pursuant to Interlocal Agreement No. 05-200 between Lewis County and Tacoma Power regarding work by county crews and authorizing signatures thereon

Approvals:

User	Status
PA's Office	Pending

Publication Requirements:**Publications:****Additional Copies:**

Tim Fife - PW
Tina Hemphill - PW
Robin Saline - PW
Kevin Korpi - PW

Cover Letter To:

Please send a fully executed original of the agreement to: Tacoma Power, Attn: Stephen Fairchild, 3628 South 35th Street, PO Box 11007, Tacoma, WA, 98411-0007