

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

APPROVING AN INTERLOCAL AGREEMENT }
BETWEEN LEWIS COUNTY AND CITY OF }
TACOMA, DEPARTMENT OF PUBLIC }
UTILITIES, LIGHT DIVISION (TACOMA }
POWER) REGARDING WORK OR SERVICES }
FOR TACOMA POWER }

RESOLUTION NO. 05-200

WHEREAS, the City of Tacoma, Department of Public Services, Light Division (Tacoma Power) has prepared an Interlocal Agreement with Lewis County, both municipal corporations of the State of Washington, to provide a mechanism to realize the Parties' mutual interests and benefits in having the County undertake and perform tasks for Tacoma Power in support of Tacoma Power's Cowlitz River Hydroelectric Project ;
and

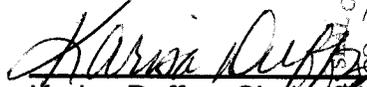
WHEREAS, the Board of County Commissioners had an opportunity to review the attached Interlocal Agreement; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said Interlocal Agreement for Lewis County; NOW, THEREFORE,

BE IT RESOLVED, that the aforesaid Inter-local Agreement is hereby approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 18 day of July, 2005

ATTEST:

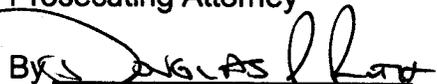

Karisa Duffey, Clerk of the Board
of County Commissioners

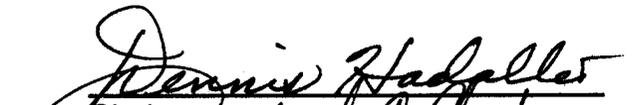


BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

APPROVED AS TO FORM

JEREMY RANDOLPH
Prosecuting Attorney

By 
Civil Deputy


Chairman

Member

Member

INTERLOCAL AGREEMENT

THIS AGREEMENT is made this 18 day of July, 2005, between the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. and hereinafter "Tacoma Power"), a municipal corporation, and Lewis County, ("The County" hereinafter) a political subdivision under the laws of the State of Washington, hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW") provides for interlocal cooperation between governmental agencies; and

WHEREAS, Tacoma Power has been issued a 35-year license (the "License") from The Federal Energy Regulatory Commission ("FERC") to operate the Cowlitz River Hydroelectric Project ("The Project"), which license expires July 18, 2038; and

WHEREAS, the License has a number of ongoing, identifiable maintenance and construction tasks, that include, but are not limited to, restoration, safety, security, property management, road construction and maintenance tasks; and

WHEREAS, it is in the best interest of the Parties to have the County perform some of the identified restoration, property management, road construction, maintenance, construction, safety or security tasks that Tacoma Power would otherwise be required to perform under the License; and

WHEREAS, the Parties wish to enter into an Agreement for the duration of the existing License that sets forth the general terms and conditions under which the County will perform and be compensated for the above-described work, and that provides for Tacoma Power to authorize the County to undertake individual tasks on a "task assignment" basis;

WHEREAS, the Parties acknowledge that the County will undertake and perform work or services for Tacoma Power only if such work or services do not interrupt or interfere with the County's regular maintenance schedule as to its own facilities;

NOW, THEREFORE, the Parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to provide a mechanism to realize the Parties' mutual interests and benefits in having the County undertake and perform tasks for Tacoma Power in support of Tacoma Power's Cowlitz River Hydroelectric Project, where such work can be planned in advance and further, said Task Agreements are authorized annually by the Lewis County Board of County Commissioners, the Tacoma Public Utilities' Public Utilities Board, or their delegated representatives.

ORIGINAL

2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement. The administration of this Agreement shall be by the designated employees of the respective Parties.
3. SCOPE OF WORK AND TASK AUTHORIZATION: This Agreement shall serve as the "umbrella agreement" and mechanism to allow the Tacoma Power and The County to enter into individual consecutively numbered Task Assignments for maintenance, property management, safety, security, restoration and construction tasks to be performed at the Project site or designated appurtenant facilities.

The specific terms of each Task Assignment shall be agreed upon in advance by the Parties and signed by the appropriate representative of each Party. Upon signature, each authorized Task Assignment will be incorporated in this Agreement as a sequentially numbered Exhibit. Tacoma Power acknowledges that its Public Utility Board will authorize individual Task Assignments under the Agreement consistent with Section 1.06.246 of the Tacoma Municipal Code, as amended.

Tacoma Power agrees to compensate the County for the work performed in accordance with the terms set forth in each authorized Task Assignment.

4. DURATION AGREEMENT – TERMINATION: This umbrella agreement shall remain in force for the life of The Project's License, July 18, 2038, or until canceled by either party in writing. Either Party may cancel this Agreement prior to completion of the services after reasonable notice to the other Party in writing. In the event of termination, Tacoma Power agrees to pay the County the amount due for actual work and services necessarily performed under this Agreement up to the effective date of termination.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for services without notice to the other party and shall not bind the other party to participate in the independent activity. Any services performed by the County shall be furnished as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant as between Tacoma Power and County employees.
6. COMPLIANCE WITH LEGAL REQUIREMENT: Each party accepts responsibility for compliance with federal, state or local laws and regulations.
7. PAYMENT: The method of payment shall be through budgeted funds or other available funds of Tacoma Power and shall be paid to The County upon receipt and the completion of review of itemized invoices for tasks performed.

ORIGINAL

8. FILING: Executed copies of this agreement shall be filed as required by Section 39.34.040 RCW prior to this agreement becoming effective.
9. NON-DELEGATION/NON-ASSIGNMENT: The County shall not delegate the performance of any approved or agreed upon service for Tacoma Power, to a third party, unless mutually agreed upon in writing.
10. HOLD-HARMLESS: Each Party shall be liable and responsible, and hold the other Party harmless, for the consequences of its negligent or wrongful acts, the failure to act and the acts or omissions of its employees. Neither Party assumes the liability for the other Party's acts or omissions, the acts or omissions of their employees, or those of any other person, firm or corporation not a party to this agreement. The County acknowledges that, solely for purposes of work performed under this Agreement, the County waives immunity under Industrial Insurance Law, Title 51 RCW, and that this indemnification clause has been mutually negotiated.
11. AUTHORITY: Tacoma Power certifies and warrants that the Public Utility Board has delegated authority to authorize individual Task Assignments up to \$50,000 under this agreement.
12. VENUE AND GOVERNING LAW: The Parties agree and stipulate that in the event any arbitration or litigation should occur concerning or arising out of this Agreement, the interpretation of the terms of this Agreement shall be governed by the laws of the State of Washington.
13. DISPUTE RESOLUTION: In the event of a dispute pertaining to this Agreement, the Parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the Parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies.
14. SEVERABILITY: Any provision of this agreement, found to be prohibited or unenforceable by operation of law, shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, or affecting the validity or enforcement of such remaining provisions.

ORIGINAL

APPROVED, BOARD OF COMMISSIONERS:
LEWIS COUNTY, WASHINGTON

Dennis Hadjagelos
Chairman

Richard A. Hahn
Member

Eric Johnson
Member

APPROVED, CITY OF TACOMA

James L. Vatta
City Manager

John Kleni
Director of Utilities

for [Signature]
Finance Director

APPROVED AS TO FORM:

[Signature]
Prosecuting Attorney

APPROVED AS TO FORM:

[Signature] [Signature]
Assistant City Attorney

ATTEST

Kerisa Ruff
Clerk of the Board of County Commissioners



ATTEST

Doris Sorum 6-28-05
City Clerk Date

Public Utility Board Resolution: U-9975
Tacoma City Council Resolution: 36536

ORIGINAL



RESOLUTION NO. 36556

1 WHEREAS the City of Tacoma, Department of Public Utilities, Light
2 Division (d.b.a. Tacoma Power), desires to enter into an umbrella Interlocal
3 Agreement between Tacoma Power and the Lewis County Department of
4 Public Works ("Lewis County") for performing road maintenance, property
5 management, safety, security, restoration, and road construction tasks
6 required for the Cowlitz River Hydroelectric Project ("Cowlitz Project"), and
7

8 WHEREAS Tacoma Power has entered into individual interlocal
9 agreements with Lewis County for road maintenance within the Cowlitz
10 Project for many years, and
11

12 WHEREAS Tacoma Power has always received high-quality work at a
13 reasonable price from Lewis County, and there are no known contractors in
14 the area who can perform the services Tacoma Power requires for the Cowlitz
15 Project on an annual basis, and
16

17 WHEREAS Tacoma Power has prepared an Interlocal Agreement with
18 Lewis County that defines the general terms and conditions under which
19 Lewis County will perform specific restoration, property management, road
20 construction, maintenance, construction, safety, or security tasks on an
21 individual task-assignment basis, which Interlocal Agreement will run
22 concurrently with Tacoma Power's federal license for the Cowlitz Project, and
23

24 WHEREAS each task assignment under the umbrella Interlocal
25 Agreement must be approved by both Tacoma Power and Lewis County, and
26 the Interlocal Agreement authorizes the Public Utility Board to approve

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individual task assignments in accordance with the contracting thresholds set forth in Section 1.06.261 of the Tacoma Municipal Code, and

WHEREAS it is determined to be in the best public interest to approve the proposed umbrella Interlocal Agreement between Tacoma Power and Lewis County; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute the proposed umbrella Interlocal Agreement, with Lewis County, for the purposes hereinabove enumerated, said document to be substantially in the form of the proposed Interlocal Agreement on file in the office of the City Clerk.

Passed: _____

Mayor

Attest:

City Clerk

Approved as to form and legality:



Chief Assistant City Attorney

Requested by Public Utility Board
Resolution No. U-9975

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REQUEST FOR ORDINANCE OR RESOLUTION RECEIVED

CITY CLERK USE

Request #:	16524
Ordinance #:	
Resolution #:	36556

2005 MAY 31 PM 2:28

CITY CLERK'S
OFFICE

1. DATE: May 26, 2005

2. REQUESTING DEPARTMENT/DIVISION/PROGRAM Tacoma Public Utilities/Tacoma Power	3. CONTACT PERSON (for questions): Steven J. Klein	PHONE/EXTENSION 502-8203
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4. PREPARATION OF A RESOLUTION IS REQUESTED FOR THE CITY COUNCIL MEETING OF TUESDAY JUNE 21, 2005.

5. SUMMARY TITLE/RECOMMENDATION: (A concise sentence, as it will appear on the Council agenda.)

Authorize an Interlocal Agreement between Tacoma Public Utilities/Tacoma Power and Lewis County Department of Public Works for performing road maintenance, property management, safety, security, restoration and road construction tasks for the Cowlitz River Project.

6. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

Tacoma Power has entered into interlocal agreements with the Lewis County Department of Public Works for road maintenance within the Cowlitz River Project for many years. This year the Finance Department has advised that this type of agreement requires approval of the City Council. Therefore, an umbrella interlocal agreement between Tacoma Power and Lewis County has been written giving Tacoma Power the authority to enter into annual interlocal agreements for individual tasks. This is written to further require the individual task assignments to be approved by the Public Utility Board or their designated representatives and the Lewis County Board of County Commissioners annually.

7. FINANCIAL IMPACT:

- A. NO
- B. YES OVER \$100,000, Fiscal Note Attached
- C. YES, UNDER \$100,000, Provide funding source information below

FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$	Total Amount
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If an expenditure, is it budgeted? Yes No Where? Cost Center: Annual operations and maintenance budgets
Acct #:

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Letter from Mark Crisson dated May 26, 2005	attached
Interlocal Agreement	attached

9. ATTORNEY CONTACT: (Enter name of attorney with whom you've been working.)
Ward Groves and Joe Sloan

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10. Department Director/Utility Division Approval	OMBA/Finance Director Approval City Manager/Director Utilities Approval

If an expenditure, is it budgeted? Yes No Where? Cost Center:
Acct #:

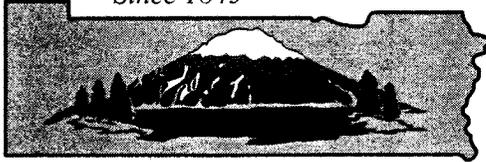
8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:
Source Documents/Backup Material Location of Document

Interlocal Governmental Cooperation Agreement	Human Rights & Human Services
Second Amendment to the Master Lease	Human Rights & Human Services
Revised legal description of property	Human Rights & Human Services

9. ATTORNEY CONTACT: (Enter name of attorney with whom you've been working.)
Kari Sand

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Since 1845



Lewis County, Washington

LEWIS COUNTY COMMISSIONERS

LEWIS COUNTY COURTHOUSE
351 NW NORTH STREET
CHEHALIS, WA 98532-1900
(360) 740-1120 • FAX: (360) 740-1475
TDD: (360) 740-1480

ERIC JOHNSON
First District

RICHARD GRAHAM
Second District

DENNIS HADALLER
Third District

Larry M. Keeton
Chief of Staff

Sheila Unger
Administrative Coordinator

July 19, 2005

City of Tacoma
City Manager
747 Market Street
Tacoma, WA 98402

RE: LEWIS COUNTY RESOLUTION #05-200, APPROVING AN INTERLOCAL AGREEMENT BETWEEN LEWIS COUNTY AND THE CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (TACOMA POWER)

To Whom It May Concern:

Enclosed please find a copy of the above-mentioned resolution and an original agreement. These documents were approved by the Board of County Commissioners at their meeting held Monday, July 18, 2005.

If you have any questions, please call me at (360) 740-1419.

Sincerely,

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

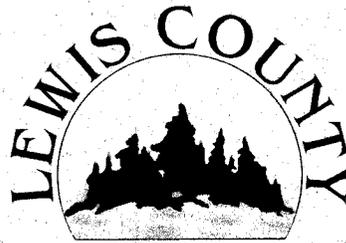

Karisa Duffey, Clerk of the Board

Enclosures

Cc: Mark Cook, Public Works Director
Bill Frare, Assistant County Engineer
Kathy Cook, Fiscal Manager
Tacoma Power

f: BOCC meeting folder

Mark R. Cook, P.E.
Director



Department of Public Works

350 N. Market Boulevard
Chehalis, WA 98532-2626
(360) 740-1123
Fax: (360) 740-1479
TDD: (360) 740-1480
www.co.lewis.wa.us
publicworks@co.lewis.wa.us

EXECUTIVE SUMMARY

BOCC: JUNE 30, 2005
DEPARTMENT: PUBLIC WORKS
ITEM: INTERLOCAL AGREEMENT WITH TACOMA POWER
CONTACT:  BILL FRARE, PE PH# 740-1182

DISCUSSION:

This interlocal agreement between the City of Tacoma, Department of Public Utilities, Light Division (Tacoma Power) and Lewis County, shall serve as the "umbrella agreement" and mechanism to allow the Tacoma Power and The County to enter into individual Task Assignments for maintenance, property management, safety, security, restoration and construction tasks to be performed at the Project site or designated appurtenant facilities.

The specific terms of each Task Assignment shall be agreed upon in advance by the Parties and signed by the appropriate representative of each Party. Upon signature, each authorized Task Assignment will be incorporated in this Agreement as a sequentially numbered Exhibit. Tacoma Power acknowledges that its Public Utility Board will authorize individual Task Assignments under the Agreement consistent with Section 1.06.246 of the Tacoma Municipal Code, as amended.

AGENDA ITEM #: _____ RESOLUTION #: 05-200 BOCC MEETING DATE: July 18, 2005

SUGGESTED WORDING FOR AGENDA ITEM: Notice Consent Discussion Hearing
Interlocal Agreement with City of Tacoma, Department of Public Utilities, Light Division (Tacoma Power)

BRIEF REASON FOR BOCC ACTION:
Approve resolution between Tacoma Power and Lewis County for ongoing, identifiable maintenance and construction tasks.

SUBMITTED BY: Bill Frare PHONE: 740.1182 DATE SUBMITTED: June 30, 2005

CONTACT PERSON WHO WILL ATTEND BOCC MEETING: Bill Frare

TYPE OF ACTION NEEDED:
 Approve Resolution Call for Bids / Proposals
 Approve Ordinance (Traffic or other) Bid Opening
 Execute Contract / Agreement Notice for Public Hearing *(see Publication Requirements)*
 Other (please describe): _____

*PUBLICATION REQUIREMENTS: Resolution e-mailed to Clerk Not applicable
Hearing Date: _____ *(Must be at least 10 days after first publication date)*
Publish Date(s): _____ *(2 weeks for routine budget, property disposal / auction or vacations)*
(3 weeks for property lease)
Publication(s): EAST COUNTY JOURNAL CHRONICLE Other: _____
 LEWIS COUNTY WEB SITE www.co.lewis.wa.us

ALL AGENDA ITEMS: _____
Department Director / Head: _____
Chief Administrative Officer: _____
Prosecuting Attorney: _____
EMPLOYEE ITEMS: (relating to employment, salary, position, reclassification, union, etc.)
Human Resource Coordinator: _____

BANKING OR REVENUE ITEMS:
Treasurer: _____

BUDGET AND PAYROLL ITEMS:
Chief Accountant: _____
Fund: _____
Department: _____
Total Amount: \$ _____

CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:
Send cover letter: _____
(city/state/zip)
File original: BOCC mtg folder
File copy: hearing/bid folder
File copy: working file
Additional copies: _____
Mark Cook, PW
William J. Frare, PW
Kathy Cook, Fiscal Manager
Lauren V. Jessup PW