TASK ASSIGNMENT #2016-02
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 _____ day of _____, 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 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 **$6,721.82**, plus a 5% Administration Charge of **$336.09**, for a total of **$7,057.91**. The County will provide any and all labor and material and administration necessary and incidental to perform all items of work as follows:

A. *Traffic striping for Tacoma Power's Cowlitz River Project at the following locations: Trout Hatchery, Salmon Hatchery, Mayfield, Mossyrock, Kosmos, Taidnapam Park, and Road to Glenoma.*

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, 2016, 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:

_____
Karri Muir, CMC, Clerk of the Board of County Commissioners

APPROVED AS TO FORM:

Jonathan L. Meyer,
Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

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CITY OF TACOMA

FOR Patrick D. McCarty, Generation Manager

Andrew Cherullo, Finance Director

APPROVED AS TO FORM:

Martha Lantz, Assistant City Attorney

Chris Robinson
Power Superintendent/COO

William A. Gaines
Director of Utilities/CEO