

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: July 25, 2011

Subject: Interlocal Agreement for Reimbursable Work with
The City of Bremerton

Statement of Issue: An interlocal agreement with the City of Bremerton allowing either agency to supply labor, equipment, or materials to the other agency through a reimbursable arrangement.

Analysis/Strategic Goals/Pro's & Con's: Interlocal agreements pursuant to RCW 39.34 allow governmental agencies to share resources as may be mutually beneficial.

Fiscal Impact/Cost Benefit Analysis: None. Resource sharing between agencies typically improves cost efficiency.

Recommendation: Sign the three (3) original agreements where indicated and return two (2) fully executed originals to Public Works.

Department Contact: Monte Reinders, P.E., County Engineer 385-9242

Reviewed By:

Philip Morley, County Administrator

Date

**INTERLOCAL AGREEMENT BETWEEN
JEFFERSON COUNTY AND THE CITY OF BREMERTON**

This Interlocal Agreement is made and entered into this ____ day of _____, 2011 pursuant to the provisions of Chapter 39.34 RCW by and between the County of Jefferson and the City of Bremerton. Either party to the agreement may request labor, equipment, or materials from the other Agency as they find mutually beneficial.

WHEREAS, both parties employ persons who specialize in certain types of public works projects and also own certain types of equipment and have access to certain materials, and

WHEREAS, the parties may from time to time need additional labor, equipment, or materials or have labor, equipment, or materials available in certain locations which could be used by the other party to this agreement, and

WHEREAS, both parties will benefit from cooperation in this manner, and

WHEREAS, Chapter 39.34 RCW provides that local governmental agencies may enter into cooperative agreements for their mutual benefit.

NOW THEREFORE, in accordance with RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made part hereof, the County of Jefferson and the City of Bremerton, through their respective legislative bodies, do hereby agree as follows:

**I
PURPOSE OF AGREEMENT**

The purpose of this agreement is to provide for cooperation between the parties by allowing either party to furnish labor, equipment, or materials when available to the other party on a reimbursable basis.

II
ADMINISTRATION OF AGREEMENT

The Public Works Director of each jurisdiction that has entered into this Interlocal Agreement shall be responsible for the administration of this Interlocal Agreement for his or her jurisdiction.

III
REQUEST FOR SERVICES

Each request for service shall be in writing and shall specify the particular service required; the amounts and types of labor, equipment, and material required; the location of the work; the estimated cost of the work; and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate their acceptance or rejection of the request, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency, the request and approval may be done verbally, but must be documented in writing within 48 hours of the verbal request.

IV
PAYMENT

The parties to this agreement agree that the party receiving services under this agreement shall reimburse the party providing the services for their actual direct and related indirect costs including any administrative overhead charges. Partial payments shall be made by the party receiving services upon request of the providing party, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item.

V
RECORDS RETENTION AND AUDIT

The parties agree to maintain records of all costs incurred under this agreement, in accordance with a work order accounting system as prescribed and approved by the State Auditor's Office. These records shall be kept available for inspection and audit by the party requesting the service for five (5) years after payment of the requested service.

VI
CARE AND MAINTENANCE OF EQUIPMENT

The parties agree that any time a request is made for the use of equipment that the requesting party shall be responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the owner. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged.

**VII
RIGHT OF ENTRY**

The parties to this agreement hereby grant and convey to each other the right of entry upon all said land in which the parties have interest, within or adjacent to the right of way of the highway, road, or street for the purpose of accomplishing all work or services requested as part of this agreement.

**VIII
EMPLOYEES**

All employees assigned to work pursuant to this agreement remain employees of their respective agency at all times and shall perform the work requested under sole supervision of their agency. Procedures used in performance of work pursuant to this agreement shall be mutually agreed to in writing.

**IX
LEGAL RELATIONS**

No liability shall attach to the parties to this agreement by reason of entering into this agreement except as expressly provided herein. Each party shall defend, indemnify, and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractors arising from the performance of this agreement.

**X
TERMINATION OF AGREEMENT**

The right is reserved by the parties to this agreement to terminate the agreement at any time by giving 30 days written notice to the other party.

**XI
DURATION OF AGREEMENT**

This Interlocal Agreement shall be of indefinite duration unless terminated pursuant to Section X above.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CITY OF BREMERTON
BREMERTON, WASHINGTON

BOARD OF COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

Patty Lent
Mayor

John Austin, Chair

7-07-11
Date

Phil Johnson, Member

David Sullivan, Member

Date

Approved as to form only this 8th day of
JUNE, 2011.

Dawn Or Albany
Deputy Prosecuting Attorney

Frank Gifford
Frank Gifford, Public Works Director