

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Terry Logue, ER&R Manager

Agenda Date: September 6, 2011

Subject: Reimbursable Work Agreement and Reimbursable Work Request - Port Townsend School District

STATEMENT OF ISSUE:

The Port Townsend School District has requested the ability to purchase fuel from Jefferson County Port Hadlock fuel site for school bus transportation. Jefferson County is required to enter into a Reimbursable Work Agreement and approve a Reimbursable Work Request to enable us to provide this service to another agency.

ANALYSIS:

Entering into the Reimbursable Work Agreement and approving the Reimbursable Work Request with the Port Townsend School District will save Jefferson County tax payers money. Additionally, the School District will pay a portion of ER&R overhead costs which will essentially lower the overhead costs to other county departments.

FISCAL IMPACT:

The ER&R fuel expenditure will be offset by the revenues received from the School District.

RECOMMENDATION:

Approve and sign the Reimbursable Work Agreement and the Reimbursable Work Request with the Port Townsend School District.

REVIEWED BY:



For Philip Morley, County Administrator



Date

STATE OF WASHINGTON
COUNTY OF JEFFERSON

In the matter of: x
An Agreement for x
Reimbursable Work x

Agreement No. _____

THIS AGREEMENT, made and entered into this 15th day of Aug., 2011, by and between Jefferson County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County"; and Port Townsend School District Transportation Division, hereinafter referred to as the "Agency". The duration of this Agreement shall commence on the date first written above and terminate on April 30, 2015.

WITNESSETH: It Is Hereby Covenanted and Agreed to as Follows:

1. For each project to be performed under this contract, the Agency will make written application on forms supplied by the County. The County reserves the right to deny or approve each application of the Agency on an individual basis. No work shall be performed without specific reference to this agreement.
2. The County shall provide the necessary engineering, administrative, and clerical services necessary for the execution of the project or work of the Agency, and in providing such services, the County Engineer may exercise all the powers and perform all the duties vested by law in the Agency.
3. The Agency hereby agrees to reimburse the County for the costs of the work performed by the Central Services Department, based on the actual cost of labor, equipment rental and other materials used in the construction or maintenance work involved, plus all costs for fringe benefits to labor, including, but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition thereto, fifteen (15%) per cent of the total costs shall be added for overhead costs for accounting and billing and administrative services; provided, that the County shall submit to the Agency a certified statement of the costs and within thirty (30) days thereafter the Agency shall pay to the County the amount of said statement.
4. It is understood and agreed between the parties hereto that the Agency will hold the County harmless from all claims, losses, demands, actions, or cause of action of any nature whatsoever by reason of the performance of this agreement by the Agency. The Agency further agrees to defend, at its own expense, the County in the event that any action is brought against the County as a result of any act or activity of the County or its agents or employees because of or in any way arising out of the work to be performed under this contract.
5. It is understood and agreed between the parties hereto that the County will hold the Agency harmless from all claims, losses, demands suits or actions arising from or on account of any act, omission, neglect or misconduct of any employee or representative of the County during the employee's or representative's discharge of his or her official duties.
6. It is understood and agreed between the parties that this contract cannot be assigned, transferred or any portion subcontracted hereunder by the County without the prior written consent of the Agency.

7. The County, in the performance of work under this contract, shall abide by the provisions of RCW 36.77.020, .030 and .040 and/or RCW 39.34 and WAC 136-32.

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

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Port Townsend S D
Name of Agency

John Austin, Chair

Gene M LAES
Agency Representative

Phil Johnson, Member

Superintendent
Title

David W. Sullivan, Member

29th
Approved as to form only this _ day of AUGUST
2011.
David W. Alvary
Deputy Prosecuting Attorney

Terry Logue
Terry Logue
Department of Central Services E.R.&R. Manager

STATE OF WASHINGTON
COUNTY OF JEFFERSON

In the matter of: x
A Request for Reimbursable Work x

Reimbursable Request No. _____

To the Director of Public Works:

Pursuant to terms of an agreement between Jefferson County and Port Townsend School District Transportation Division adopted and approved on August 15, 2011, the undersigned hereby requests the County to supply petroleum fuel located at the Jefferson County Port Hadlock fuel Site at a rate based on actual fuel costs, taxes and overhead costs at time and in a manner convenient to the County. The agency guarantees reimbursement to the County for all costs involved in the supply of petroleum fuel.

All terms of said agreement shall apply with the following conditions: The Port Townsend School District Transportation Division will provide Jefferson County with a copy of a Dyed Diesel Fuel User License from the State of Washington. The Port Townsend School District will be responsible for reporting and paying applicable taxes to the State of Washington that Jefferson County is exempt from paying. Jefferson County will provide one (1) gate key for access to the Port Hadlock fueling facility. The Chimacum Transportation Division will have access to the Port Hadlock fueling facility between the hours of 9:00 A.M. to 1:00 P.M. and after 4:30 P.M. weekdays and open access on weekends.

Date 8/5/11

Signature [Handwritten Signature]
(Agency Representative)

Title Superintendent

TO THE BOARD OF COUNTY COMMISSIONERS:

Date:

I have examined the above request and make the following recommendations:

[Handwritten Signature]
Terry Logue
Department of Central Services E.R. & R. Manager

ACTION OF THE BOARD OF COUNTY COMMISSIONERS ON THIS _____ DAY OF _____, 2011:

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Approved as to form only:

[Handwritten Signature] 8/29/11
Jefferson Co. Prosecutor's Office

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member