

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, P.E.
Public Works Director/County Engineer

Agenda Date: December 16, 2013

Subject: Contract with Clallam County, WA for Snow & Ice Control on
Undie Rd., County Road No. 150009

Statement of Issue:

Approval of this agreement is necessary to procure Clallam County services to help maintain safe public access and use of Undie Rd. during periods of dangerous winter conditions.

Analysis/Strategic Goals/Pro's & Con's:

Identical agreements with Clallam County have been in place in past years. Described roadway winter maintenance services will be in place from November 15 to April 15 of each year for a period of five (5) years from the date of agreement execution.

Fiscal Impact/Cost Benefit Analysis:


It is in the interest of Jefferson County to obtain these cost effective services from Clallam County crews stationed in the vicinity of Undie Rd. rather than stress distant Jefferson County staffing and equipment resources during periods of dangerous winter conditions. Estimated cost of described services is approximately \$10,000 over five (5) years. Funds are accounted for in annual PW maintenance budgets.

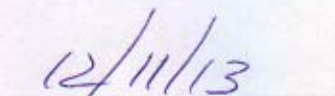
Recommendation:

Public Works recommends the Board approve this agreement with Clallam County and authorize the Chair to sign the three (3) attached contract documents where indicated, and then return all three (3) documents to Public works for further processing.

Department Contact: Dale Seward, Eng-I 385-9353

Reviewed By:


Philip Morley, County Administrator


Date

CLALLAM COUNTY PUBLIC WORKS DEPARTMENT
REIMBURSABLE WORK AGREEMENT

This agreement, made and entered into this _____ day of _____, 20_____, by and between Clallam County (hereinafter "County"), Washington, a political subdivision of the State of Washington and Jefferson County, Washington, a political subdivision (hereinafter "Public Agency") P.O. Box 2070, Port Townsend, WA 98368, the requesting agency, and shall remain in force for no longer than five years following the date of this agreement, or to terminate on December 31, 2018, whichever comes sooner.

In consideration of the mutual covenants and promises contained herein, the parties to this agreement hereby agree as follows:

1. This cooperative agreement is authorized under chapter 39.34 RCW.
2. Public Agency hereby requests the County to perform through the Road Division of the Public Works Department, the following work at a time and in a manner convenient to County: construction (not exceeding ten thousand dollars for cities unless done by contractor), repair or maintenance of Public Agency streets, bridges, drainage facilities, sidewalks, curbing, traffic control devices, and further miscellaneous services including engineering and right of way services on an individual basis. Upon written request from Public Agency made upon a form ("Work Task Request") supplied by the County, the County agrees to perform work requested by Public Agency, reserving however, the right to the County Engineer to deny or approve each request on an individual basis.
3. The County shall not be responsible for assuring that a request for work complies with bidding laws, and other Federal, State and local regulations governing the performance of such work. The County assumes that any request for work is lawful and assumes no liability should there be irregularities or illegalities in the request for work.
4. The Public Agency hereby agrees to reimburse the County for the costs of the work performed by the County and its workers, based on the actual cost of labor, equipment rental, and materials used in the construction, repair, or maintenance work involved, including costs for overhead, indirect costs, and fringe benefits to labor. The County shall submit to the Public Agency a statement of the costs incurred in performance of the work, and within thirty (30) days thereafter the Public Agency shall pay to the County the amount of the statement. Alternatively, the County and the Public Agency may trade services of comparable value at the County's option.
5. It is understood and agreed between the parties to this agreement that the rights and duties under this agreement shall not be assigned, transferred, delegated, or any portions subcontracted by either party without first obtaining written permission of the other.
6. No liability shall attach to the County by reason of entering into this agreement, except as expressly provided herein. The Public Agency agrees to defend, indemnify and hold the County, its appointed and elected officers, agents and employees harmless from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or agents or employees for

damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and on account of damage to property including loss of use thereof, if such injury to persons or damage to property is due to the negligence of the Public Agency, its subcontractors, its successor or assigns, or its or their agent, servants, or employees. Provided that nothing herein shall require the Public Agency to indemnify the County against claims, suits, or demands based wholly upon the sole negligence of the County, its appointed or elected officials or agents or employees. For the purposes of this paragraph any agents, servants or employees of the County performing work on behalf of the Public Agency in accordance with this Agreement shall not be considered to be subcontractors, officials, agents, servants or employees of the Public Agency.

7. There is no guarantee the work will meet the satisfaction of the Public Agency, nor that unsatisfactory work will be repaired without additional compensation to the County. The County charges no profit to cover guarantees and does not have total control over traffic, soils, weather, and other factors that might affect the work.

8. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Public Agency expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Public Agency. This waiver is mutually negotiated by the parties to this Agreement.

9. The parties do not foresee the need to purchase or otherwise acquire property in performance of this cooperative agreement. However, if property is purchased during the performance of this agreement, then it shall remain with the purchasing party upon expiration or termination of the agreement.

10. The parties' representatives responsible for administering this cooperative agreement are the (1) County Engineer of the Clallam County Public Works Department, and (2) Public Works Director of the Jefferson County Public Works Department.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

CLALLAM COUNTY
BOARD OF COMMISSIONERS

By: _____
John Austin, Chair

Michael C. Chapman, Chair

Date: _____

Date: _____

Approved as to form this 9th
day of DECEMBER, 2013.

Approved as to form this 12th
day of NOVEMBER, 2013.

Daniel Alaraz
Deputy Prosecuting Attorney

B. H. H.
Deputy Prosecuting Attorney

SEAL

SEAL

ATTEST:

ATTEST:

Erin Lundgren, Clerk of the Board

Trish Holden, CMC Clerk of the Board

**WORK TASK REQUEST
FOR REIMBURSABLE WORK**

To the:
Clallam County Public Works, County Engineer
223 E. 4th St., Ste 6
Port Angeles, WA 98362-3015
(360) 417-2319 FX (360) 417-2513

Pursuant to terms of an agreement between Clallam County and Jefferson County adopted and approved on _____ the undersigned hereby requests Clallam County to perform the work listed below at a time and in a manner convenient to Clallam County, as authorized under chapter 35.77 RCW and/or chapter 39.34 RCW. The undersigned hereby guarantees reimbursement to Clallam County for all costs to:

Work not to exceed \$ _____

Work is not guaranteed.

Billing Address: _____

Date: _____

Name of Authorizing Agent

Signature

Title

Phone No. Fax No.

(County Use)

Work request is hereby Accepted Rejected

County Engineer

Date