

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

TO: Board of Commissioners

FROM: Brenda Huntingford, Auditor

DATE: January 16, 2024

Interlocal Agreement for Conducting an Election for the Port
Ludlow Drainage District

STATEMENT OF ISSUE:

The Port Ludlow Drainage District is a special purpose district in Jefferson County Washington. In accordance with RCW 85.38.125(2) if a special purpose district has at least five hundred qualified voters, the special purpose district may choose to conduct its own elections. Port Ludlow Drainage District has more than five hundred qualified voters and the District is choosing to conduct an election for the purpose of election a new commissioner.

ANALYSIS:

RCW 85.138.125(w) a special district that conducts its own elections must enter into an agreement with the county auditor that specifies the responsibilities of both parties. This Interlocal Agreement specifies the responsibilities of both parties.

FISCAL IMPACT:

All costs of the Auditor incurred related to such a general election shall be reimbursed by the District.

RECOMMENDATION:

Recommend approval of this agreement.

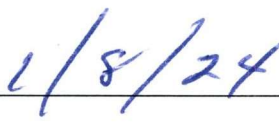
REVIEWED BY:

CONTRACT REVIEW FORM

[Clear Form](#)



Mark McCauley, County Administrator



Date

(INSTRUCTIONS ARE ON THE NEXT PAGE)

**CONTRACT
WITH:**

Port Ludlow Drainage District

Contract No: Elections 2024

Contract For: Conducting an Election

Term: Until May 31, 2024

I be reimbursed by the District

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other:

COUNTY DEPARTMENT: Auditor/ Elections

Contact Person: Brenda

Huntingford / Quinn Grewell

Contact Phone: (360) 385-9358 / (360) 385-9117

Contact email:

bhuntingford@co.jefferson.wa.us

AMOUNT: All costs incurred will be reimbursed by the District

Revenue: Expenditure: Matching Funds

Required:

Sources(s) of Matching Funds

DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.



N/A:



Signature

Date

Fund # Munis Org/Obj APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES

CERTIFIED:

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DE D BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED:

Brenda **ARRED**

Signature

☒ N/A: ☐

Brenda

1-5-2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 1/8/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/8/2024.
Contract prepared with the assistance of the PAO.

STEP 5: DEPARTMENT MAKES REVISIONS RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED) .

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

INTERLOCAL AGREEMENT FOR CONDUCTING AN ELECTION FOR THE PORT LUDLOW DRAINAGE DISTRICT

This Interlocal Agreement for Conducting an Election for the Port Ludlow Drainage District ("this Agreement") is between the Port Ludlow Drainage District, a special purpose district ("District"), and Jefferson County Washington ("the County").

WHEREAS, in accordance with RCW 85.38.125(2), if a special purpose district has at least five hundred qualified voters, the special purpose district may choose to conduct its own elections; and

WHEREAS, Port Ludlow Drainage District has more than five hundred qualified voters and the District is choosing to conduct an election for the purpose of electing a new commissioner; and

WHEREAS, under RCW 85.38.125(2), a special district that conducts its own elections must enter into an agreement with the county auditor that specifies the responsibilities of both parties; and

NOW THEREFORE, the parties agree to the following to specify the responsibilities of both parties:

NOW, THEREFORE, the parties agree as follows:

1. General Election. The District shall hold a general election on the date specified in RCW 85.38.100. The general election to elect a Port Ludlow Drainage District Commissioner Position No. 2 to a six-year term, which shall be conducted on Tuesday, February 6, 2024.
2. Presumed Eligible Voters' List. Pursuant to RCW 85.38.110, the District is required to compile a list of presumed eligible voters and provide it to the Auditor by the first day in November preceding the special district general election. Since the District did not provide the Jefferson County Auditor ("Auditor") with the list of qualified voters by this date, the Auditor shall compile the list and charge the District for the costs required for this preparation, and the Auditor shall not be held responsible for any errors in the list.
3. Auditor's Assistance, Notice and Costs. The Auditor shall publish notice of election in the newspaper of general circulation (The Port Townsend Leader) in the District at least once not more than ten days nor less than three days before the election (January 31, 2024). The notice shall describe the election, give its date and times to be held, and indicate the election site or sites in the district where ballots may be cast as provided by the District. The District shall provide the information concerning date, time, and location of the election site(s).

- a. All costs of the Auditor incurred related to such general election shall be reimbursed by the District.
 - b. In addition to the obligations outlined in Section 3.d below, the Auditor may, at their discretion, station a Deputy Auditor or Auditors at the election site who shall observe the election and transport ballots to the Auditor's Office.
 - c. The Auditor shall count the ballots and certify the count of votes for each candidate appearing on the ballot.
 - d. Voting by absentee shall be allowed in the District. A request for absentee ballot may be made by an eligible voter by mail or in-person to the Auditor who supervises the district election.
 - i. The Auditor shall provide an absentee ballot to each person requesting an absentee ballot who is either included on the list of presumed eligible voters or who submits information which, in the Auditor's opinion, establishes his or her eligibility to vote, as required by RCW 85.38.130.
 - ii. The request for an absentee ballot must be made no more than forty-five days before the election. To be valid, absentee ballots must be postmarked on or before the day of the election and mailed to the county Auditor.
 - iii. Absentee ballots will be made available and mailed on Wednesday, January 17, 2024.
 - e. The Auditor shall provide to the District: blue portable secure ballot cans and two voting booths.
 - f. As requested by the District, the Auditor shall assign one County Elections _____ Official _____ to staff the polling location during the designated polling hours. The Auditor, at the District's request, shall also assign a secondary County Elections Official to assist in securing ballots and transport of the ballots from the polling location to the secure storage at the Jefferson County Courthouse.
4. District Duties. Per RCW 8.38.130, for special district elections that are not conducted by mail, the District shall appoint three voters of the District, who may be members of the governing body, to act as election officials. The election officials shall distribute a ballot or ballots to each voter of the District who arrives at the voting place during the hours for the election on the day of the election and request a ballot.
- a. The governing body of the District shall designate those hours from 7 a.m. to 8

p.m. during which the election shall be held; PROVIDED, that at least six consecutive hours must be designated.

- b. The District shall produce and distribute a ballot(s) to each voter of the district who arrives at the voting place during the hours for the election on the day of the election and requests a ballot.
 - i. The District shall also submit a copy of the ballot as a "sample" ballot to the Auditor.
 - ii. The District shall also produce a designation form for community property, trusts, corporations, partnerships and multiple interests. As per RCW 85.38.105 these designations must be made in writing.

5. Payment of Costs. Not later than sixty days following the certification of the election results, the Auditor shall submit to the District an invoice listing the County's costs for furnishing the services provided in assisting with the election. The District shall pay the invoice within thirty days after receiving the invoice.

6. Term of Contract. The term of this Agreement is until May 31, 2024, unless otherwise amended or terminated.

7. Modification. Either party may request changes to the provisions contained in this Contract. Such changes shall be mutually agreed upon and incorporated by written amendment to this Contract. No variation or alteration of the terms of this Contract shall be valid unless made in writing and signed by authorized representatives of the parties.

8. Records Retention and Audit. Per the Local Government Common Records Retention Schedule (CORE) the District shall retain core official documentation and certification of elections held and certified by the District for the retention period set in Disposition Authority Number (DAN) GS2012-019 Rev. 1.

9. Filing of Agreement. Executed copies of this Agreement shall be filed with the Auditor, as required by RCW 39.34.040.

10. Mutual Indemnity. For its comparative liability, each party agrees to indemnify, defend and hold the other party, its officers, officials, employees, agents and volunteers (and their marital communities), harmless from and against any claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which

are alleged or proven to be caused by an act or omission, negligent or otherwise, of its officers, officials, employees, agents or volunteers (and their marital communities). A party shall not be required to indemnify, defend, or hold the other party or its officers, officials, employees, agents and volunteers (and their marital communities) harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other party or its officers, officials, employees, agents or volunteers. If any concurrent act occurs or omission of the parties and their officers, officials, employees, agents and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each party and its officers, officials, employees, agents or volunteers. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the parties shall not be limited by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents and volunteers (and their marital communities). A party's waiver of immunity does not extend to claims made by its own employees directly against that party as employer. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated. This section shall survive the expiration or termination of this Agreement.

11. Compliance with Laws. Each party accepts responsibility for compliance with federal, state, or local laws.
12. Survival. Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) records retention and audit; and, (c) indemnification.
13. Severability. Any provision of this Agreement held to be prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

14. Contact Persons. The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.

a. PORT LUDLOW DRAINAGE DISTRICT:

Commissioners

Port Ludlow Drainage District

P.O. Box 65261

Port Ludlow WA 98365

b. JEFFERSON COUNTY:

Jefferson County Elections

1820 Jefferson St., Port Townsend, WA 98368

Phone: (360) 385-9119

15. General Provisions.

a. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

b. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement.

C. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.

d. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

e. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is to benefit any person or entity who is not a party.

f. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.

g. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

h. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

1. If either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs and expenses.

j. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

k. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

l. Each party shall be responsible for its own compliance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under the Chapter 42.56 RCW.

m. No party may sell, transfer or assign any rights or benefits under this Agreement without the written approval of all the parties.

n. This Agreement may not be terminated, as the election must proceed as required under state law. If the District breaches the Agreement, it agrees that it will be liable for any costs incurred by the Auditor in attempting to ensure that the election occurs as required under state law, despite any breach by the District.

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners Jefferson
County, Washington

By: _____

Kate Dean, Chair Date

By: _____

Heidi Eisenhour, Commissioner Date

By: _____

Greg Brotherton, Commissioner Date

SEAL:

ATTEST:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

Carolyn Gallqway CM C Date Clerk of
the Board

Approved as to form only:



January 8, 2024

PORT LUDLOW DRAINAGE
DISTRICT

By: _____

Gary Rygmyr, Commissioner Date

By: _____

Dean Cole, Commissioner Date

By: _____

Michael Nilssen, Commissioner Date