

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

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

Agenda Date: March 13, 2023

Subject: Interlocal agreements with Washington State Dept of Transportation

Statement of Issue: The proposed interlocal agreements for the mutual use of Jefferson County and Washington State Department of Transportation (WSDOT) as needed from time to time are desirable to establish a structure within which each entity may perform reimbursable work for the other. One agreement will provide that structure in the case of any declared emergency; the other is for more routine cases.

Analysis/Strategic Goals/Pro's & Con's: Particularly within their respective road-maintenance operations, our crews with overlapping geographic areas of responsibility possess specialized skills and equipment suitable for providing assistance to the other in times of need. The agreement provides a framework for specific, later cooperation as mutually agreed by representatives of the parties.

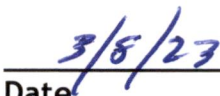
Fiscal Impact/Cost Benefit Analysis: There is no intrinsic impact of the broad agreement. The impact of any specific project undertaken under the terms of the agreement will be considered separately based on the needs of each entity.

Recommendation: Execute the attached interlocal agreements and return to WSDOT via this Department for final signature.

Department Contact: Monte Reinders, Public Works Director, 385-9242.

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Department of Transportation

Contract No: PW2023-020

Contract For: Reimbursable work performed

Term: Until expressly terminated by either party

COUNTY DEPARTMENT: Public Works

Contact Person: Monte Reinders

Contact Phone: 360-385-9160

Contact email: mreinders@co.jefferson.wa.us

AMOUNT: Dependent upon requests from either party

Revenue: DUR

Expenditure: DUR

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

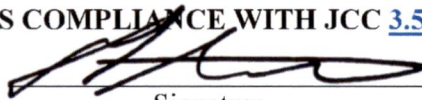
PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: Interlocal/mutual-aid agreement

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC [3.55.080](#) AND CHAPTER [42.23](#) RCW.

CERTIFIED: ☐ N/A: ☒


Signature

2/22/23

Date

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

CERTIFIED: ☐ N/A: ☒


Signature

2/22/23

Date

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

 Electronically approved by Risk Management on 2/28/2023.

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

 Electronically approved as to form by PAO on 2/27/2023.
State contract - cannot change.

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

GCB 3187

(Emergency Proclamation) PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE MUTUAL AID AGREEMENT

This Agreement is between those Government Agencies (local, county, tribal or state), herein after "Agency" or "Agencies," that have executed the Agreement, as indicated by the signatures at the end of this document.

1. The purpose of this pre-disaster agreement between the Agencies is to provide for immediate assistance to protect life and property.
2. This Agreement is authorized under Washington State Chapter 38.52 RCW (Emergency Management),; which is activated only in the event of a proclamation of an emergency by the local, county, tribal and/or state government approving authority.
3. The parties to this Agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions.
4. Each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support.

NOW, THEREFORE, pursuant to Chapter 38.52 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibits which are incorporated and made a part hereof,:

It is Mutually agreed as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

The Requestor may make the Emergency Response Assistance (Work) request by contacting the Designated Primary Contact of a participating Agency, from the list of Office of Emergency Management (OEM) signatory Agencies, by phone or email.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.

- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, Agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.

- D. The Responding Agency shall submit a Mutual Aid Cost Recovery Submittal (Exhibit A) and itemized voucher of costs to the Designated Primary Contact of the Requesting Agency within sixty (60) days after completion of Work (RCW 38.52.080). Unless otherwise agreed, the Responding Agency shall receive reimbursement within ninety (90) days after the voucher submittal date.

(Note: after execution of the Agreement the participating Agency Designated Representative will be provided the electronic fillable pdf of Exhibit A)

7. Indemnification

The Responding Agency shall have no responsibilities or incur any liabilities because it does not provide resources and/or services to any other party to this Agreement.

- A. All privileges, immunities, rights, duties and benefits of officers and employees of the Responding Agency shall apply while those officers and employees are performing functions and duties on behalf of the Requesting Agency, unless otherwise provided by law. Employees of the Responding Agency remain employees of the Responding Agency while performing functions and duties on behalf of the Requesting Agency (RCW 38.52.080).
- B. To the extent permitted by law, the Requesting Agency shall protect, defend, hold harmless and indemnify all other Responding signatory Agencies, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorney's fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this Agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses, which may be caused by the sole negligence of the Responding Agencies or their authorized agents or employees.

8. Worker Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Washington Revised Code of Washington (RCW).

9. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Washington may enter into this Agreement and that all parties who execute this Agreement will be considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

B. Authorization and approval of this Agreement shall be in a manner consistent with the Agency's current procedures. This Agreement shall be effective upon approval by two or more Agencies and shall remain in effect as long as two or more Agencies are parties to this Agreement. Upon execution of this Agreement, the Agency shall send an original or a certified copy of the Agreement to the Washington State Department of Transportation, Office of Emergency Management (OEM). The OEM shall maintain a list of all signatory Agencies.

- 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
- 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

10. Non-Exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

11. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

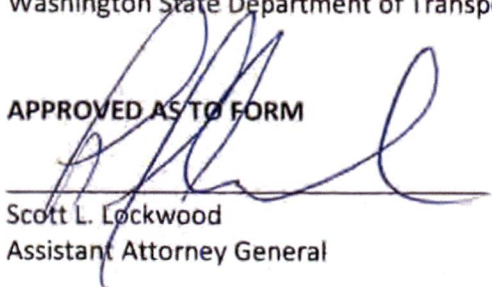
IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Emergency Response Assistance to be executed by duly authorized representatives as of the date of their signatures.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION


Pasco Bakotich III, P.E.
State Maintenance Engineer
Washington State Department of Transportation

8/19/19
Date

APPROVED AS TO FORM


Scott L. Lockwood
Assistant Attorney General

8/16/2019
Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Emergency Response Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

Jurisdiction

Authorized Representative

Date

Approved as to form only:



February 27, 2023

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney
Jefferson County, Washington

Designated Primary Contact:

Office	Contact Name:	Phone Number:
<u>Public Works</u>	<u>Road Maintenance Supt</u>	<u>360-385-0890</u>

Email: roads@co.jefferson.wa.us

Emergency 24 Hour Phone Number: 360-344-9779 (Jeffcom 911)

GCB 3207
(Local Agency Emergency Event – NO PROCLAMATION)
PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE
MUTUAL AID AGREEMENT

This Agreement is between those Government Agencies (local, county, tribal or state), herein after “Agency” or “Agencies,” that have executed the Agreement, as indicated by the signatures at the end of this document.

1. This Agreement is authorized by Washington State Chapter 39.34 RCW (Interlocal Agreement Act), which provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking, which each public agency entering into the contract is authorized by law to perform.
2. The purpose of this pre-disaster agreement between the Agencies is to provide for immediate assistance to protect life and property by facilitating the cooperation between Agencies to assist in a disaster in the absence of a “Proclamation of Emergency” as that term is defined in Chapter 38.52 RCW.
3. A separate agreement, GCB 3187 (Emergency Proclamation) PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE MUTUAL AID AGREEMENT, has been prepared to address those events where a Proclamation of Emergency has been declared invoking the broader statutory emergency powers provided to agencies in Chapter 38.52 RCW.
4. The parties to this Agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, and related systems during routine and emergency conditions.
5. Each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, and related systems and other support.

NOW, THEREFORE pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibits which are incorporated and made a part hereof,

It is Mutually Agreed as Follows:

1. Request

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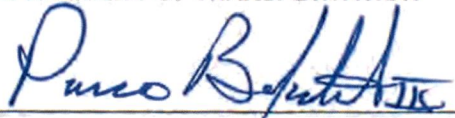
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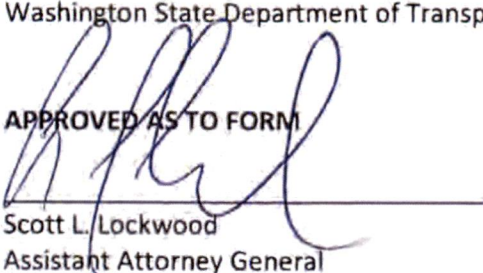
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



Pasco Bakotich III, P.E.
State Maintenance Engineer
Washington State Department of Transportation

8/19/19
Date

APPROVED AS TO FORM



Scott L. Lockwood
Assistant Attorney General

8/19/2019
Date

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Agency

Jurisdiction

Authorized Representative

Date

Approved as to form only:



February 27, 2023

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney
Jefferson County, Washington

Designated Primary Contact:

Office	Contact Name:	Phone Number:
<u>Public Works</u>	<u>Road Maintenance Supt</u>	<u>360-385-0890</u>

Email: roads@co.jefferson.wa.us

Emergency 24 Hour Phone Number: 360-344-9779 (Jeffcom 911)