

**INTERLOCAL AGREEMENT BETWEEN
JEFFERSON COUNTY
AND JEFFERSON COUNTY PUBLIC UTILITY DISTRICT NUMBER 1
(Chapter 39.34 RCW)**

This Interlocal Agreement is made and entered into this 4th day of April, 2019 pursuant to the provisions of Chapter 39.34 RCW by and between the County of Jefferson and the Jefferson County Public Utility District Number 1. 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 work and may 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 jurisdictions 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 ("County") and the Jefferson County Public Utility District Number 1 ("JPUD"), 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 A) request that certain work be performed by the other or its contractors, or that either party be allowed to B) to rent certain pieces of equipment owned by the other party, C) or purchase materials owned by the other party or D) purchase goods in reliance upon a contract or agreement entered into by the other party.

II
ADMINISTRATION OF AGREEMENT

This Interlocal Agreement shall be administered by both parties. For the County, it shall be administered by the Public Works Director. For JPUD, it shall be administered by the Electric Superintendent.

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 and the cost estimate. The decision of the requested party shall be signed by their authorized official, and one executed copy shall be returned 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. A County request for, or acceptance of, services with an estimated cost of \$50,000 or more shall require prior written authorization by the Board of County Commissioners or their designee. Nothing in this Agreement shall be construed to require either party to this Agreement to purchase additional equipment or retain additional personnel to implement the provisions of this Agreement.

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, but not limited to, 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 inspecting the equipment before using it and the proper care, use, maintenance, and security of the equipment while under its control 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**

Solely for the purpose of accomplishing all work or services requested and agreed to in accordance with this Agreement, 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.

**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. The requesting agency shall be responsible for training its employee on the proper procedures for using, maintaining and securing the equipment loaned to it by the owner of that equipment.

**IX
HOLD HARMLESS AND INDEMNITY AGREEMENT**

To the extent permitted by law, each party (the indemnitor) agrees to defend, indemnify and save harmless the other party (the indemnitee), its elected board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to: judgments, settlements, attorneys' fees and costs, claims for damages, penalties or other relief caused by the indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the indemnitee. Claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death. If the claim, suit or action involves concurrent

negligence of the parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X INSURANCE

The County is self-insured through its membership in the Washington Counties Risk Pool (WCRP). The JPUD is self-insured through its membership in the Pacific Underwriters Management Services. Within 30 days of executing this Agreement the JPUD and the County shall mutually provide to each other certificates of coverage from their respective Risk Pools. Both parties agree that not less than thirty (30) days prior to cancellation, suspension, reduction or material change in the membership of a party in its respective Risk Pool, notice of same shall be given to the other party by registered mail, return receipt requested. The parties further agree that their membership in their respective Risk Pools provide coverage for the following categories of risk and with coverage limits that equal or exceed what is listed below:

- A. General Liability – with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:
 - 1. Broad Form Property Damage with no employee exclusion;
 - 2. Personal Injury Liability, including extended bodily injury;
 - 3. Broad Form Commercial Liability;
 - 4. Premises – Operations Liability (M&C);
 - 5. Independent Contractors and Subcontractors; and
 - 6. Blanket Contractual Liability.

- B. Business Automobile Liability coverage – with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000). Said coverage shall include liability coverage for all owned, non-owned and hired motor vehicles.

- C. Worker's Compensation insurance with minimum limits not less than that required by state law.

Each party to this Agreement agrees that the coverage provided to it by its membership in its respective Risk Pool shall be primary with respect to any third-party claim presented to that

party for the alleged negligent act and omissions of its employees, contractors or representatives. With respect to all claims of third-party liability against one party to this Agreement the coverage provided to the OTHER party by its membership in a Risk Pool shall be non-contributory.

XI

DISPUTE RESOLUTION

If either party to this Agreement asserts a dispute has arisen with respect to the other party's performance of its obligations under this Agreement, then the aggrieved party shall notify the other party in writing (email acceptable) of the details of the dispute and ask to invoke the dispute resolution process listed here. As a result of such written dispute the director of each party's department that requested or supplied the service shall confer promptly and attempt to resolve the dispute. If that conference fails to resolve the dispute, then there shall be a conference between the County's Administrator and the Executive Director of JPUD. If that conference fails to resolve the dispute, then the parties agree to mediation by a mediator from the Jefferson County District Court mediation program.

XII

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. The parties may terminate this Agreement for any reason and need not utilize the Dispute Resolution process described elsewhere in this Agreement before choosing to terminate pursuant to this clause.

XIII

DURATION OF AGREEMENT

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

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

APPROVED AND EXECUTED THIS 4th DAY OF April, 2016

JEFFERSON COUNTY
PUBLIC UTILITY DISTRICT NO.1

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS



Kenneth Collins
Wayne G. King, President
JPUD Board of Commissioners



Kathleen Kler, Chair



Phil Johnson, Member

ATTEST




Wayne King
Barney Burke, Secretary of the Board



David Sullivan, Member


Approved as to form only:



Richard L. Hughes
General Counsel


5/3/16
Date

Approved as to form only:



David Alvarez
Deputy Prosecuting Attorney

3/23/16
Date



Monte Reinders
Public Works Director

4/14/16
Date