

MASON COUNTY COMMISSIONERS' RESOLUTION No. 595

STATEMENT OF POLICY

Work by County Road Department for Other Governmental
Agencies and Other Mason County Departments

WHEREAS, it is the policy of the Board of County Commissioners of Mason County through the Road Department to perform work for other public agencies and other Mason County departments when such work does not interrupt the County Road Department's work schedule and is not in conflict with private enterprise which performs related work and when such work is in the public interest and welfare, and,

WHEREAS, such work is in accordance to RCW 35.77.020, 030, 040, RCW 36.75.20, RCW 39.34 and WAC 136.32 Standards of Good Practice, County Road Administration Board and/or any other appropriate legislative requirements.

NOW, THEREFORE, BE IT RESOLVED that a policy setting forth requirements to be met and procedures to be followed is hereby adopted as follows:

WORK FOR PUBLIC AGENCIES

An appropriate written agreement in triplicate approved by the legislative bodies of both the County and the requesting agency shall precede any work by the County Road Department for the agency. Such agreement may be for a specific item of work and/or any work during a specified period of time, or it may be a general agreement for a long time period to be supplemented by individual requests for specific items of work. When work is requested the agency shall submit the request on form provided in triplicate and signed by a designated agent of the requesting agency.

The County Engineer is authorized to schedule and accomplish specific items of work when such work is in accordance with an agreement previously approved by the agency and by the Board as required by WAC 136.32, except as may be modified or restricted under any specific agreement under which the Board shall act to retain item-by-item authority for approval.

WORK FOR OTHER COUNTY DEPARTMENTS

Whenever a department of the county desires work to be performed by the county road department, the department must submit a written request to the county engineer, describing the work requested, financial considerations, and time for performance or completion. The county engineer shall examine the request and submit it to the board of county commissioners with his recommendations and comments. The board shall in

C. H. S.
Aud. ✓
Eng.

writing either approve, modify or disapprove said request. All such work performed by the county road department for and on behalf of other departments of the county shall be on a reimbursable cost basis in accordance with terms set forth in the request and approved by the board.

RECORDS

The county engineer shall maintain appropriate records of all agreements for work requested by other public agencies and of all approved interdepartmental requests. He shall keep complete fiscal records of all such work in the same manner as prescribed for normal road department activity.

DOCUMENTATION

County Road Administration Board Forms 101 and 102 appended hereto as modified and approved by Mason County will be used.

ADOPTED this 12th day of April, 1976.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Walter Smith
Chairman

William O. Hunter

John Beckman

ATTEST:

Frank E. Boyer
Auditor and Clerk of the Board

REQUEST TO THE COUNTY ROAD DEPARTMENT
FOR REIMBURSABLE WORK

STATE OR LOCAL

To The County Engineer:

Pursuant to terms of an agreement between the county and

(Name of Requesting Agency)

adopted and approved on the undersigned hereby requests the county to perform the work listed below at a time and in a manner convenient to the county. The undersigned further requests that the work be completed no later than and hereby guarantees reimbursement to the county for all work done up to a maximum of \$

(use this space to describe work to be done)

All terms of said agreement shall apply with the following exceptions:

(list exceptions if any)

DATE

SIGNATURE
(Agency Representative)

TITLE

To The Board of County Commissioners:

Date

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

.....
County Road Engineer

Action of the Board of County Commissioners:

Date

- The engineer's recommendation is hereby approved.
- The engineer's recommendation is disapproved or modified as follows:

Attest:

BOARD OF COUNTY COMMISSIONERS OF
..... COUNTY, WASH.

.....
Frank E. Soyars

.....
William O. Hunt
John Baseman

Recommended for use with Section 2 of Form CRAB #101 and WAC 136-92-030

FORM CRAB #102

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 19 _____, by and between _____ County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County"; and _____, hereinafter referred to as the "Agency".

WITNESSETH: It Is Hereby covenanted and agreed as follows:

1. (To be used in agreement covering a specific job). The Agency requests that the County perform the work listed below at a time and in a manner convenient to the County. The Agency further requests that work be completed no later than _____ and hereby guarantees reimbursement to the County for all work done up to a maximum of \$ _____ (Use the space below to describe work to be done).

2. (To be used in long term non-specific agreement in lieu of paragraph 1). For each project to be performed under this contract, the Agency will make written application on forms (CRAB #102) supplied by the County. The County reserves the right to deny or approve each application of the Agency on an individual basis.

3. (Optional provision if desired by Agency). 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.

4. (Reimbursement provisions). The Agency hereby agrees to reimburse the County for the costs of the work performed by the County Road Department, based on the actual cost of labor, equipment rental, engineering, 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, _____ 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.

5. (Hold harmless provision for use with state and local agencies). 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 County. 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.

6. (Hold harmless provisions for use with federal agencies). "The liability of the United States of America, Department of _____, for all damage to property or injury to persons occurring as a result of any negligent act or omission on the part of the petitioner or its contractor, employees or assigns, shall be as provided for by the Federal Tort Claims Act, 62 Stat. 982. _____ County disclaims any liability for any or all damage to property or injury to persons caused or arising from this permit."

"All employees' agents of the county performing work for the United States Department of shall be employees' agents of the Department of during the performance of the work under the agreement and the liability of the county shall be limited to the liability of the Department of as provided for in the Federal Tort Claims Act."

7. (Insurance provisions). The Agency agrees to procure and maintain in full force and effect, and the County to be named as a named insured, public liability insurance in the sum of not less than to public liability and property damage.

8. (Assignment provisions). 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 permission of the Agency.

9. (Reference to statute). The County, in the performance of work under this contract shall abide by the provisions of RCW 35.77.020, .030 and .040 and/or RCW 39.34. and/or RCW whichever is applicable and WAC 136-32. (RCW 35.77.020 requires adoption of this agreement by resolution of the Board of County Commissioners in the case of work on city streets).

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Attest:

Frank E. Jensen
County Auditor
Clerk of the Board of
County Commissioners

..... COUNTY, WASHINGTON
By
Chairman

Approved as to form:

John Barabara
Board of County Commissioners

Prosecuting Attorney of County

..... Name of Agency

Approved as to form:

By

Agency Attorney

..... Title

NOTE: This is a sample form which contains several alternate provisions and several optional provisions. DO NOT USE THIS FORM WITHOUT MAKING MODIFICATIONS TO SUIT YOUR PARTICULAR SITUATION.
Please note the explanatory text in italics preceding each section.
1. EITHER Section 1 OR Section 2.
Section 3 is OPTIONAL.
Section 4 assumes total reimbursement. If it does not fit your situation, change it.
2. EITHER Section 5 OR Section 6.