

**INTERAGENCY AGREEMENT**  
**Reimbursable**  
**Island County Public Works Department**

This Interagency Agreement, dated 5<sup>th</sup> day of April, 2022, is between **ISLAND COUNTY**, hereinafter referred to as "**COUNTY**", and **City of Oak Harbor**, hereinafter referred to as "**AGENCY**".

**WHEREAS**, RCW Chapter 39.34 permits governmental agencies to enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, the **COUNTY** wishes to promote mutual cooperation among the various departments; and

**WHEREAS**, the **AGENCY** is requesting from the **COUNTY**, as a reimbursable request, assistance as described in Attachment A;

**NOW, THEREFORE**, for and in consideration of the mutual and valuable benefits to be derived by the parties pursuant to this Agreement:

**WITNESSETH**: It is hereby agreed by and between the **COUNTY** and the **City of Oak Harbor** as follows:

1. The **AGENCY** agrees to:
  - a. request **COUNTY** assistance in writing through its designated official citing description of work/service requested.
  - b. reimburse the **COUNTY** for the cost of providing assistance, including indirect costs, with payment due within (30) days of receipt of bill.
  - c. defend, hold harmless and indemnify the **COUNTY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, rising from the willful or negligent acts and omissions of the **AGENCY'S** officers and employees while operating under this Agreement.
  
2. The **COUNTY** agrees to:
  - a. be the administrator of this Agreement through the Public Works Director or his/her designee.
  - b. After receipt of a request for **COUNTY** assistance, advise the **AGENCY** if resources are available or not and the approximate time they would be provided or available for use.
  - c. submit an itemized invoice to the **AGENCY** upon completion of requested assistance.
  - d. Retain control and direction of all **COUNTY** personnel and **COUNTY** equipment provided to the **AGENCY** for completion of requested assistance.
  - e. defend, hold harmless and indemnify the **AGENCY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, rising from the willful or negligent acts and omissions of the **COUNTY'S** officers and employees while operating under this agreement.

3. The **AGENCY** certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the **COUNTY** Road Fund will be made within (30) days of receipt of bill. The **COUNTY** will finance and budget its responsibilities under this Agreement.
4. No real or personal property will be jointly acquired for use in fulfilling this agreement. Any such property used in this Agreement is the property of the **COUNTY**.
5. It is agreed that any amendments, modifications, or changes to this Agreement must be in writing and approved by the parties, hereto.
6. This Agreement shall take effect upon its execution by the **AGENCY** and the **COUNTY**. It shall continue in force and effect through completion of the requested services as outlined in Attachment A and reimbursement to Island County Public Works as outlined in Exhibit A.
7. Either party may terminate this Agreement early by providing a thirty (30) day written notice of the intent to terminate to the other party. The **AGENCY** shall pay the **COUNTY** for all requested work or services provided through the date of termination.

8. **Disputes.**

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys' fees and costs.

In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, this action shall be initiated in the Superior Court of the State of Washington situated in a county adjacent to Island County. The parties hereto agree that all questions shall be resolved by application of Washington Law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Agency hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in a county adjacent to Island County.

9. **Filing.**


Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Island County Auditor or, alternatively, listed by subject on the County's web site or other electronically retrievable public source.

10. Prior to its entry into force, this agreement shall be filed with the Island County Auditor.

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**

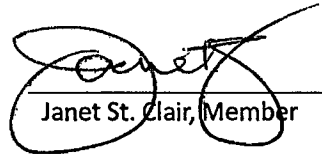
AGENCY:  
CITY OF OAK HARBOR

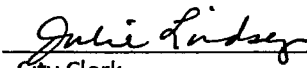
BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

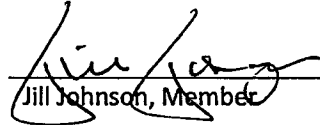
  
\_\_\_\_\_  
Bob Severns, Mayor      Date

 4/5/22  
\_\_\_\_\_  
Melanie Bacon, Chair      Date


Attest:

 4-5-22  
\_\_\_\_\_  
Janet St. Clair, Member

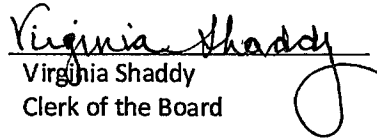
  
\_\_\_\_\_  
Julie Lindsey  
City Clerk

 4-5-22  
\_\_\_\_\_  
Jill Johnson, Member

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

Attest:

  
\_\_\_\_\_  
Virginia Shaddy  
Clerk of the Board



**ATTACHMENT A**

The undersigned hereby requests that the following described work be performed by the COUNTY. It is understood that this work will be done at the convenience of the Public Works Department (Roads Division) and that the undersigned City of Oak Harbor will reimburse all costs, including indirect costs.

Invoicing for work performed will be based on actual labor/equipment/materials costs including indirect costs. Indirect costs shall not be applied to construction contract payments but will be applied to professional/general services. The 2022 effective indirect cost rate is 20.62%. Payment shall be due upon receipt of invoice.

**REVISED DESCRIPTION OF WORK/SERVICE REQUESTED:** Chip Seal 3/8" Chip Rock – CRS2 will be accomplished by County Forces to chip seal and fog seal approximately 38,500 SY of pavement in various locations.

The City of Oak Harbor will provide:

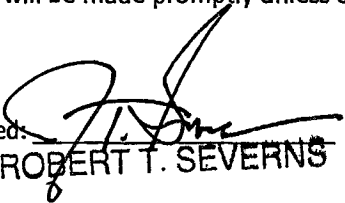
- preparation of road surface for chip seal;
- signing and public outreach, including door hangers;
- towing vehicles as necessary;
- a representative from City present during chip seal and fog to mark limits of work;
- protection of driveways from fog seal; and
- temporary pavement markings and paint striping.

**Desired Completion Date:** November 1, 2022.

**Total Cost Not to Exceed:** \$ 221,000.00.

The undersigned certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the Road Fund will be made promptly unless otherwise modified in this agreement.


Agency: City of Oak Harbor

Signed:   
ROBERT T. SEVERNS

Title: MAYOR

Date: 3/15/22

Request Reviewed and Approved:

  
Connie W. Bowers, P.E.  
Director / County Engineer

Date: 3/28/22

(Reimbursable Agreement)

## EXHIBIT A

### 2022 City of Oak Harbor Pavement Preservation

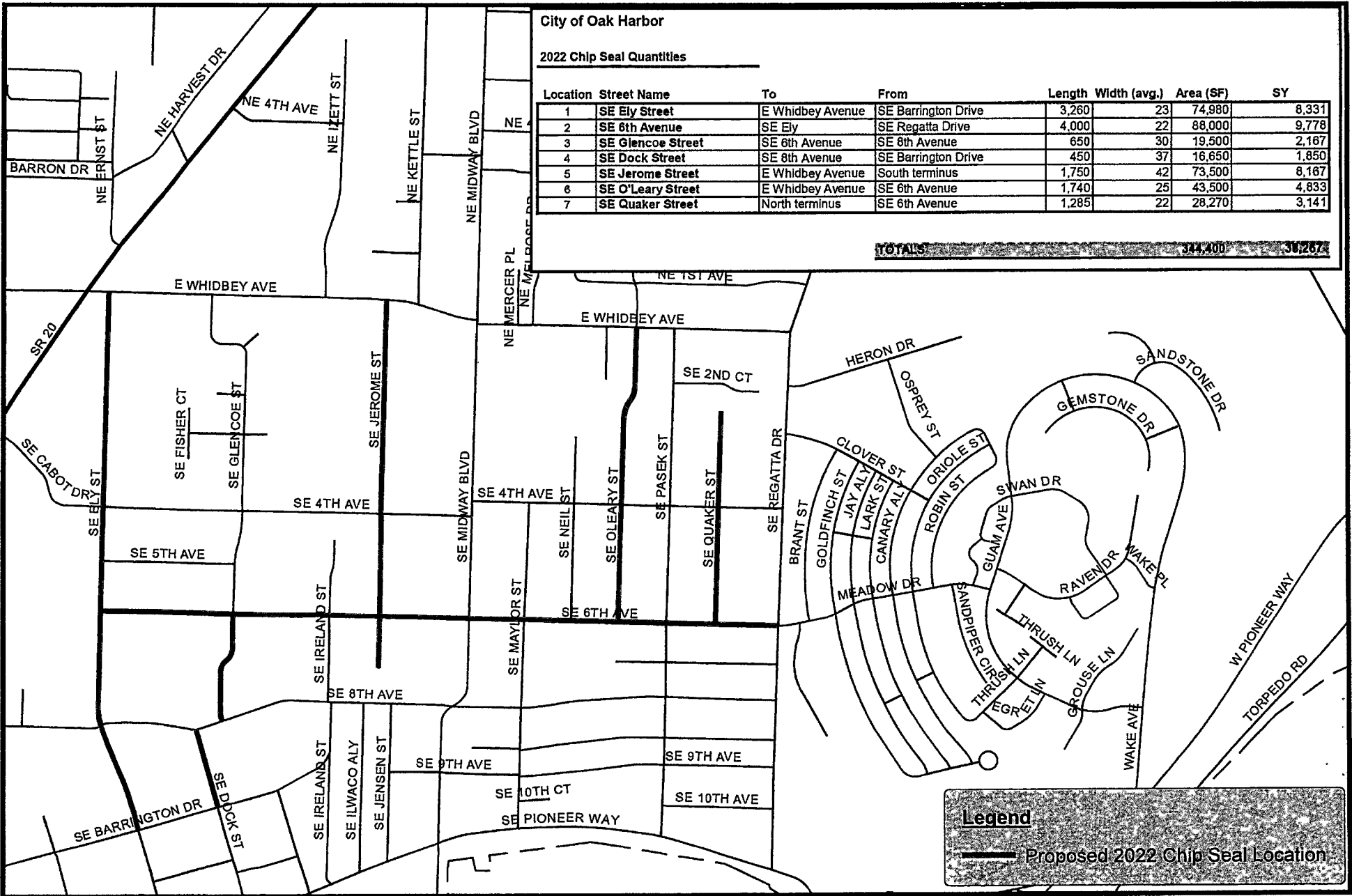
J.L. 01117-1304, City of Oak Harbor.

**Chip Seal 3/8" Chip Rock – CRS2** will be accomplished by County Forces to seal approximately 38,500 SY of pavement.

**Locations:** SE Ely Street, SE 6<sup>th</sup> Avenue, SE Glencoe Street, SE Dock Street, SE Jerome Street, SE O’Leary Street, SE Quaker Street.

<b>ENGINEER'S ESTIMATE OF COST 2022 Street Chip Seal</b>					
ITEM NO.	ITEM DESCRIPTION	Qty	Unit	Unit Price	Total
1	SE Ely St, ( E Whidbey Ave to SE Barrington Dr)	8,331	SY	\$3.00	\$24,993.00
2	SE 6th Ave ( SE Ely to SE Regatta )	9,778	SY	\$3.00	\$29,334.00
3	SE Glencoe St. (SE 6th Ave to SE 8th)	2,167	SY	\$3.00	\$6,501.00
4	SE Dock St ( SE 8th to SE Barrington Dr )	1,850	SY	\$3.00	\$5,550.00
5	SE Jerome St ( E Whidbey Ave to South terminus)	8,167	SY	\$3.00	\$24,501.00
6	SE OLeary St ( E Whidbey to SE 6th Ave )	4,833	SY	\$3.00	\$14,499.00
7	SE Quaker St ( North terminus to SE 6th Ave)	3,141	SY	\$3.00	\$9,423.00
8	Fog Seal	38,267	SY	\$1.00	\$38,267.00
9	Project Management/Planning	240	Hrs	\$61.00	\$14,640.00
10	Indirect Cost Rate on Items 1 to 9	167,708	CALC	20%	\$33,541.60
11	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST.	\$5,000.00	\$5,000.00
	Subtotal				<b>\$206,249.60</b>
	Contingency			7%	\$14,437.47
	<b>TOTAL</b>				<b>\$220,687.07</b>

## EXHIBIT B



# PROJECT LOCATION MAP