

INTERAGENCY AGREEMENT
Reimbursable
Island County Public Works Department

This Interagency Agreement, dated ____ day of _____, 2023, is between **ISLAND COUNTY**, hereinafter referred to as "**COUNTY**", and **Town of Coupeville**, 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 Attachments A and B.

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 **Town of Coupeville** 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 B reimbursement to Island County Public Works as outlined in Exhibit A and B.
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.

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AGENCY:
TOWN OF COUPEVILLE

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Molly Hughes 3/27/23
Molly Hughes, Mayor Date

Janet St. Clair 3/21/23
Janet St. Clair, Chair Date

Attest:

Jill Johnson 3/21/23
Jill Johnson, Member Date

Ken Carpenter
Clerk Treasurer

Melanie Bacon 3/21/23
Melanie Bacon, Member Date



Attest:

Jennifer Reel
~~Virginia Shady~~ Jennifer Reel
Clerk of the Board



ATTACHMENT A

The undersigned hereby requests that the following described work be performed by the awarded Contract agency in concurrent with the 2023 Whidbey Island HMA Overlays, for the Town of Coupeville. It is understood that this work will be done at the convenience of the Public Works Department (Roads Division) and that the undersigned Town of Coupeville 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 2023 effective indirect cost rate is 19.91%. Payment shall be due upon receipt of invoice.

DESCRIPTION OF WORK/SERVICE REQUESTED: Placing Hot mix asphalt compacted depth of .125' maintenance overlay in multiple locations, including Intersection and joint planning for removal of existing base in conjunction with Island County's 2023 Whidbey Island HMA Overlay / Town of Coupeville Transportation Improvement Board (TIB 2-W-827(013)-1. See Exhibit A for materials estimate.

Desired Completion Date: November 1, 2023

Total Cost Not to Exceed: \$ 276,552.00

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: Town of Coupeville

Signed: 

Title: Mayor

Date: 2/27/23

Request Reviewed and Approved:



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

Date: 2/28/2023

(Reimbursable Agreement)



EXHIBIT A

2023 Town of Coupeville Pavement Preservation

CRP 23-01, J.L. 01117-1404

HMA Overlay will be accomplished by planning joints' and placing 0.125' compacted depth of "HMA CL PG 58H-22 3/8. Work will be contracted with 2023 Whidbey Island HMA Overlays / Town of Coupeville TIB.

Locations: Broadway Street, Center Street, Haller Street, Leisure Loop, Pennington Loop, and Summit Loop.

ENGINEER'S ESTIMATE TIB PROJECT NUMBER 2-W-827-(013)-1

ITEM NO.	ITEM DESCRIPTION	Qty	Unit
1	Mobilization	1	LS
2	Planing Bituminous Pavement	725	SY
3	HMA CL. 3/8 IN. PG 58H-22 Broadway Street	69	TON
4	HMA CL. 3/8 IN. PG 58H-22 Center Street	97	TON
5	HMA CL. 3/8 IN. PG 58H-22 Haller Street	180	TON
6	HMA CL. 3/8 IN. PG 58H-22 Leisure Loop	301	TON
7	HMA CL. 3/8 IN. PG 58H-22 Pennington Loop	258	TON
8	HMA CL. 3/8 IN. PG 58H-22 Summit Loop	363	TON
9	Job Mix Compliance Price Adjustment	\$ (1.00)	CALC
10	Compaction Price Adjustment	\$ (1.00)	CALC
11	Asphalt Cost Price Adjustment	\$ (1.00)	CALC
12	Traffic Control Supervisor	1	LS
13	Flaggers	140	HRS
14	Reimbursement For Third Party Damage	1	EST.
15	Minor Change	1	CALC
16	SPCC Plan	1	EST.
17	Project Management / Planning	80	HRS
18	Material Testing / Advertising	1	EST.
19	Indirect Cost rate 19.91% for items 18-19	7800	CALC



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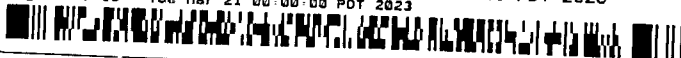
2023 Town of Coupeville project selection Transportation Improvement Board (TIB) EXHIBIT A



Small City Preservation Program (SPCC) Approved Segment Listing Transportation Improvement Board (TIB)
Project number for Hot Mix Asphalt Overlays 2-W-827(013)-1 ,
Hot Mix Asphalt Overlay

<https://islandcountygis.maps.arcgis.com/home/webmap/print.html>

1/1



ATTACHMENT B

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 Town of Coupeville 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 2023 effective indirect cost rate is 19.91%. Payment shall be due upon receipt of invoice.

REVISED DESCRIPTION OF WORK/SERVICE REQUESTED: Seal Coat NE 3rd Street at N Main St to NE Albion St, NE 4th Street at N Main St to NE Faris St. will be accomplished by County Forces approximately 6,052 Sy followed by application of pre level approximately 120 Tons of asphalt, see Exhibit B for estimate.

The Town of Coupeville will provide:

- Preparation of road surface for chip seal;
- Signing and public outreach, including door hangers;
- Towing vehicles as necessary;
- A representative from Town present during chip seal and fog to mark limits of work;
- Protection of driveways from fog seal.

Desired Completion Date: November 1, 2023.

Total Cost Not to Exceed: \$ 89,969.40

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: Town of Coupeville

Signed: 

Title: Mayor

Date: 2/27/23

Request Reviewed and Approved:


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

Date: 3/10/2023

(Reimbursable Agreement)

CRP 23-01 JL# 01117-1404
Overlay Award TIB Project number 2-W-827(013)-1
Seal Coat Award TIB Project number 2-W-827(014)-1
2023 Town of Coupeville Pavement Preservation Interagency Agreement 2/2/2023



EXHIBIT B**ENGINEER'S ESTIMATE TIB PROJECT NUMBER 2-W-827(014)-1**

ITEM NO.	ITEM DESCRIPTION	Qty	Unit	Unit Price	Total
1	NE 3rd Street N Main St to NE Albion St	3912	SY	\$3.50	\$13,692.00
2	NE 4th Street N Main St to NE Faris St	2,140	SY	\$3.50	\$7,490.00
3	Fog Seal	6,052	SY	\$1.50	\$9,078.00
4	Project Management/Planning	60	HRS	\$63.00	\$3,780.00
5	Pre level HMA	120	TON	\$250	\$30,000.00
6	Indirect Cost Rate on Items 1-5	64040	CALC	19.91%	\$12,750.36
7	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST.	\$5,000.00	\$5,000.00
				Subtotal	\$81,790.36
				Contingency 10%	\$8,179.04
				TOTAL	\$89,969.40

*** Paint striping payments billed separately under reimbursable JL 02-04. Annual estimated cost not to exceed \$ 6,000.00 ***

TIB PROJECT NUMBER 2-W-827-(013)-1 EXHIBIT A \$ 276,552.00

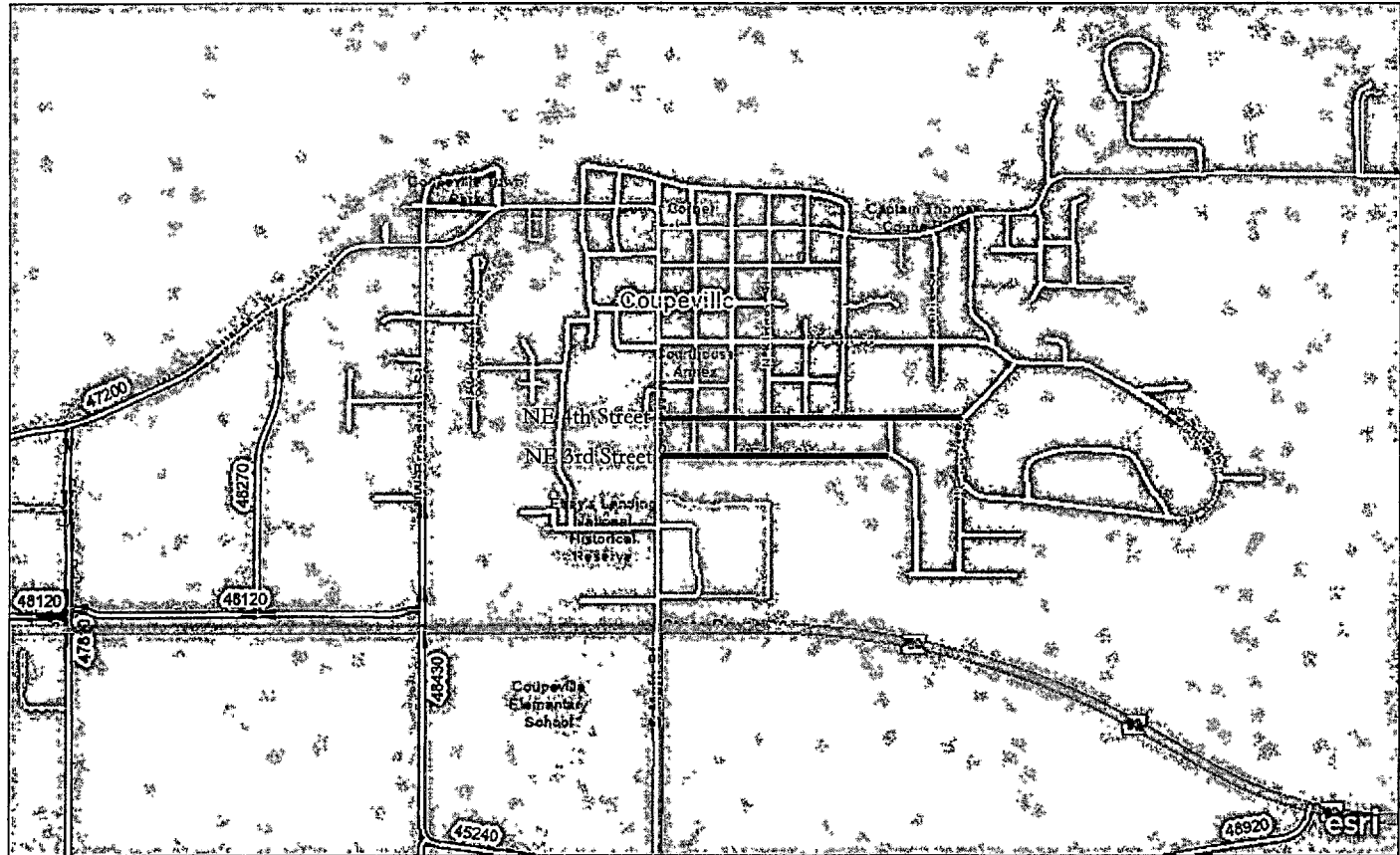
TIB PROJECT NUMBER 2-W-827(014)-1 EXHIBIT B \$ 89,969.40

ANNUAL PAINT STRIPING \$ 6,000.00

INTERAGENCY AGREEMENT REIMBURSABLE TOTAL \$ 372,521.40



2023 Town of Coupeville project selection Transportation Improvement Board (TIB) EXHIBIT B



Small City Preservation Program (SPCC) Approved Segment Listing Transportation Improvement Board (TIB)
Small City Preservation Project (SCPP) (TIB) Project number for Seal Coat 2-W-827(014)-1
Seal Coat

