

INTERAGENCY AGREEMENT
Reimbursable
Island County Public Works Department

This Interagency Agreement, dated 4th day of April 2023, is between **ISLAND COUNTY**, hereinafter referred to as "**COUNTY**", and the **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 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 **COUNTY** and **AGENCY** as follows:

1. **The AGENCY shall:**
 - 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 thirty (30) days of receipt of bill.
 - c. defend, hold harmless and indemnify **COUNTY**, its agents, and employees from any and all claims, suits or actions, including the cost of defense, arising from the willful or negligent acts or omissions of **AGENCY's** officers and employees while operating under this Agreement.
2. **The COUNTY shall:**
 - 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 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.

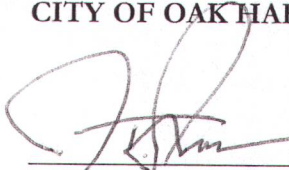
- e. defend, hold harmless and indemnify **AGENCY**, its agents, and employees from all claims, suits, or actions, including the cost of defense, except those arising from the willful or negligent acts or omissions of **COUNTY'S** officers and employees while operating under this Agreement.
3. The **AGENCY** 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 thirty (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 **COUNTY**.
5. 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 full execution by **AGENCY** and **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. **AGENCY** shall pay **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.
- If 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. **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** website or other electronically retrievable public source.
10. Prior to its entry into force, this Agreement shall be filed with the Island County Auditor.

11. Insurance. Each party shall maintain its own insurance and / or self-insurance for its obligations from damage to property and/ or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/ or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self – insurance upon request.
12. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

(REMAINDER OF PAGE INTENTIONALLY BLANK)



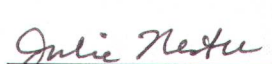
AGENCY:
CITY OF OAK HARBOR

 4/4/23
Robert Severns, Mayor Date

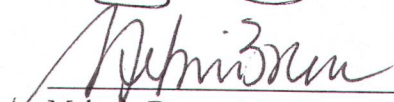
BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON


Janet St. Clair Chair Date

Attest:

 4/4/2023
City Clerk Date


Jill Johnson, Member


Melanie Bacon, Member



ATTEST:


JENNIFER ROLL
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 Island County Public Works Department (Roads Division) and that the undersigned **AGENCY** 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: The **AGENCY** proposes that Island County Public Works (Roads Division) fog seal approximately 38,250 square yards of pavement in various locations.

The AGENCY will provide:

- Preparation of road surface for fog seal.
- Signing and public outreach, including door hangers.
- Towing vehicles as necessary.
- A representative from the AGENCY present during fog seal to mark limits of work.
- Protection of driveways, sewer lids, water valves, and monuments from fog seal; and
- Temporary pavement markings and paint striping.

Desired Completion Date: December 31, 2023 .

Total Local Cost Not to Exceed: \$106,985.45 . (See Exhibit A)

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

Agency: City of Oak Harbor

Signed: 

Title: Mayor Robert Severns

Date: Apr 7 4, 2023

Request Reviewed and Approved:


CONNIE W. BOWERS, P.E.

Director / County Engineer
Island County Public Works

Date: 4/17/2023



EXHIBIT A

2023 City of Oak Harbor Pavement Preservation

Project number: J.L. 01117-1304

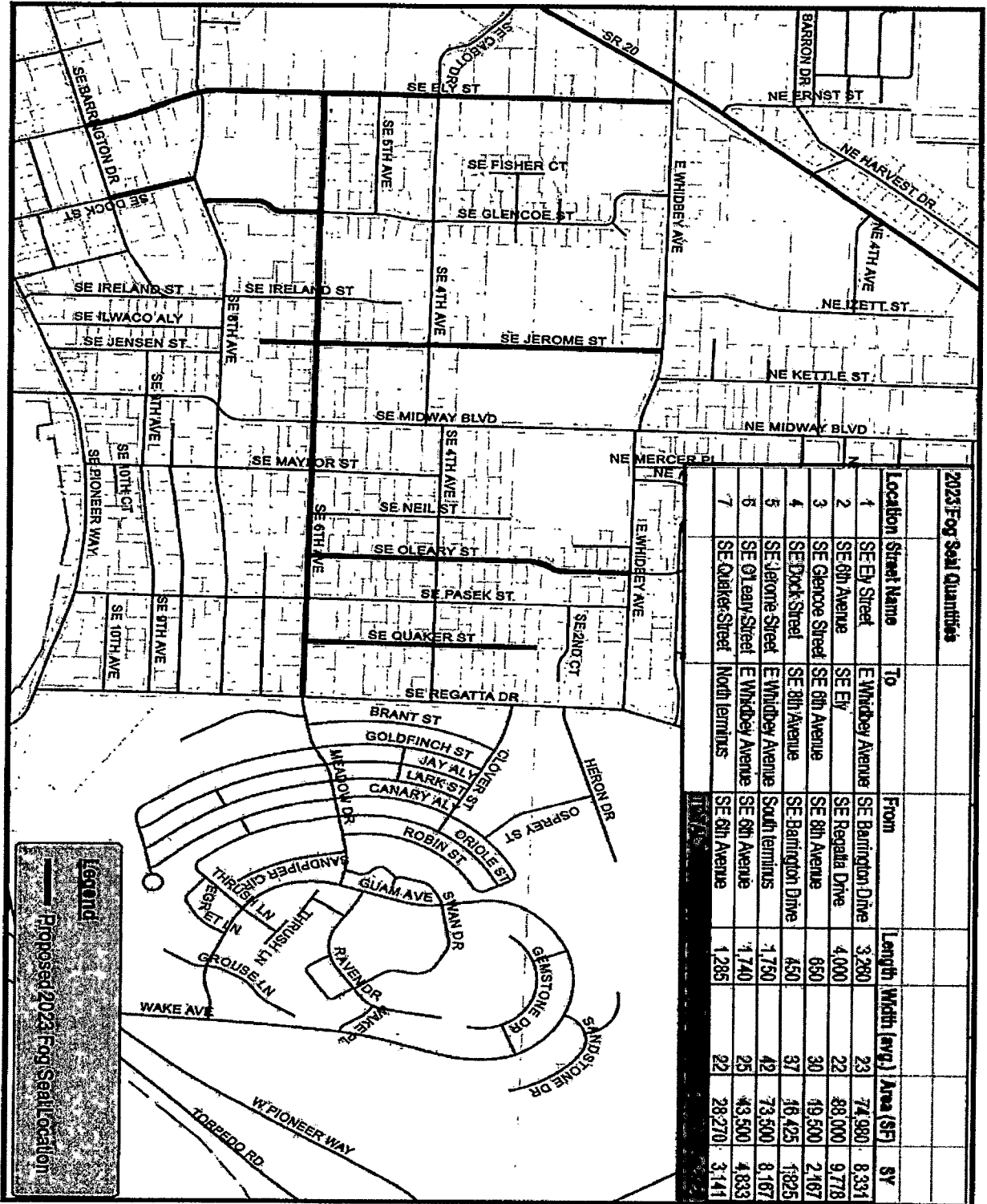
Application of Cationic Clean Bond Coat (CCBC) will be accomplished by Island County Forces to fog seal approximately 38,250 square yards of pavement.

Engineers' Estimate of Cost

ITEM NO.	ITEM DESCRIPTION	Qty	Unit	Unit Price	Total
1	SE Ely St, (E Whidbey Ave to SE Barrington Dr)	8,331	SY	\$1.75	\$14,579.25
2	SE 6th Ave (SE Ely to SE Regatta)	9,778	SY	\$1.75	\$17,111.50
3	SE Glencoe St. (SE 6th Ave to SE 8th)	2,167	SY	\$1.75	\$3,792.25
4	SE Dock St (SE 8th to SE Barrington Dr)	1,825	SY	\$1.75	\$3,193.75
5	SE Jerome St (E Whidbey Ave to South terminus)	8,167	SY	\$1.75	\$14,292.25
6	SE Oleary St (E Whidbey to SE 6th Ave)	4,833	SY	\$1.75	\$8,457.75
7	SE Quaker St (North terminus to SE 6th Ave)	3,141	SY	\$1.75	\$5,496.75
8	Project Management / Planning / Employees	200	HRS	\$63.00	\$12,600.00
9	Indirect Cost Rate 19.91% on Item 8	17,736	CALC	\$1.00	\$17,736.00
	Subtotal				\$97,259.50
Contingency				10.00%	\$9,725.95
	TOTAL				\$106,985.45



EXHIBIT B Project Vicinity Map



Island County | Contract Review Request

Contract Review Request # : [CR452]

(available once submitted)

Section 1: For Submitter

Contract Detail

Contract Name *	Interagency Agreement Name of the contract to be reviewed
Contract With *	City of Oak Harbor Whom will the contract be with? NOTE: Please start this with a letter [A-Z]. Use letters, numbers and spaces only.
Contract Type *	Inter-local Agreements
Description *	Describe the purpose of the contract Contract previously approved, under CR395 & RM - PW-2023-100. City of Oak Harbor requested additional paragraph. Revised agreement attached.
Contract Effective Date *	3/21/2023 What date will this contract go into effect?
Contract Term *	11-1-2023 Enter date period or event which will terminate the contract
Amendment or Extension? *	<input type="radio"/> Amendment <input type="radio"/> Extension <input checked="" type="radio"/> Neither Is this an amendment or extension to a prior contract?

Attachments

Contract File *	Upload the file containing the contract text 2023 COH IAA_3.pdf 393.22KB File formats: PDF, DOCX
Supporting Files	Upload any supporting documents necessary for justification File formats: PDF, DOCX, XLSX, TXT, RTF

Requestor Information

Requested By *	Sheila R. Daut Submitter: please enter your name
Department *	Public Works
Department Contact	Jacqueline Gabelein Departmental Contact (if not Requestor)
Request Date *	3/14/2023 Date of request
Requested Completion Date	3/21/2023

Financial Information

Contract Amount*

\$ 106,752.80

Enter the contract monetary amount

Request PA Review?*

☒ Yes

☐ No

Contracts valued under \$50,000 will not undergo legal review by the Prosecutor's Office, unless the above box has 'Yes' checked **and a separate confidential email is sent to ICPACivil@islandcountywa.gov**, explaining the specific issues or terms for which you require legal review. Please include the Laserfiche Contract Name and CR Number in your email.

Prior Contract Amount

\$ 0.00

Prior Contract Amount (if any, requires Prior Contract Number)

Suspension / Debarment Certification
Required?*

☐ Yes ☒ No

Prosecuting Attorney Information

PBK Number

Treasurer Information

Revenue?*

☐ Yes ☒ No

Is revenue collected (Government / State / District / County fees)?

Expenditures?*

☒ Yes ☐ No

Budgeted Amount

\$ 106,752.80

Grant Amount

\$

Legal or Risk approval of this contract does not address compliance with terms of the grant funding the contract. Please consult with the Auditor or Prosecutor if you have grant compliance concerns.

Grant Matching Funds Needed

\$

Bidding*

☐ Bid

☒ No Bid

☐ RFQ/RFP

No Bid Justification?*

Interagency Agreement

Explain why bids were not solicited.

Includes Payment Processing?*

☐ Yes ☒ No

e.g. credit card, bank connection, etc.

IT Information

Technology Assets Required?*

☐ Yes ☒ No

Will you be purchasing technology items or require technical services, software or software subscriptions, computers, wiring, installation, or data sharing agreements?

Section 2: For reviewers only.

RM Number

RM-PW-2023-100

For Risk

Repository Location

\\Legal and Judiciary\\Contract and Agreement\\Inter-local
Agreements\\FY2023\\Public Works

This is the location in the Laserfiche Repository where documents will be saved.

Detailed Comments

Upload any files containing extensive comments.

2023 COH IAA_3.pdf

393.22KB

File formats: PDF or DOCX