

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

This Interagency Agreement, dated 20<sup>th</sup> day of February, 2024, 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 **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 aiding, including indirect costs, with payment due within thirty (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, arising from the willful or negligent acts or omissions of the **AGENCY'S** officers and employees while operating under this Agreement.
2. The **COUNTY** shall:
  - a. be the administrator of this Agreement through the County Engineer 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, arising from the willful or negligent acts or 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 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 the **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 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.**

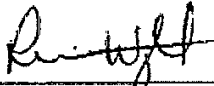
Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Island County Auditor or, alternatively, listed by subject on the **COUNTY'S** web site or other electronically retrievable public source.

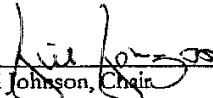
10. Prior to its entry into force, this agreement shall be filed with the Island County Auditor.
11. Insurance. Each party shall maintain its own insurance and / or self-insurance for its obligations from damage to property and / or injuries to persons arising out of its activities associated with this 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 of manner of partnership, joint venture, or other joint enterprise between the parties.

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**


AGENCY:  
CITY OF OAK HARBOR

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON


  
\_\_\_\_\_  
Ronnie Wright, Mayor      Date

 4/9/24  
\_\_\_\_\_  
Jill Johnson, Chair      Date

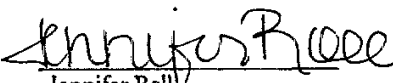
Attest:

  
\_\_\_\_\_  
Julie Nestor  
City Clerk

Approved as to Form:

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

Attest:

 4/9/24  
\_\_\_\_\_  
Jennifer Roll  
Clerk of the Board

## ATTACHMENT A

The undersigned hereby requests that the following described work be performed by the awarded **CONTRACT COMPANY** in concurrent with the 2024 Whidbey Island Hot Mix Asphalt (HMA) Overlays. 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.

**DESCRIPTION OF WORK/SERVICE REQUESTED: Hot Mix Asphalt overlays (HMA)** will be accomplished by planning in various City limit locations and Overlay by Contractor Forces:

- SW Heller St. (eastern half) From SW Barrington Dr to SW Swantown Ave
- SW Swantown Ave. City limit portions From Liberty Ln to Fairway Ln

The **AGENCY** will provide:

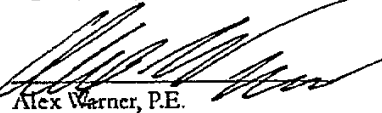
- public outreach
- towing vehicles as necessary
- locate and provide utility, or monument risers.

**Desired Completion Date:** November 1, 2024.

**Total Cost Not to Exceed:** \$ 285,000.

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.

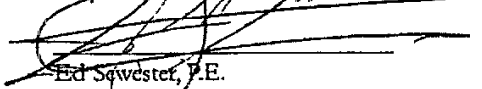
Agency: City of Oak Harbor



Alex Warner, P.E.  
City Engineer

Date: 3/6/24

Request Reviewed and Approved:



Ed Sevestre, P.E.  
County Engineer

Date: 7 MAR 2024

(Interagency Agreement Reimbursable)

## EXHIBIT A

### 2024 City of Oak Harbor Pavement Preservation

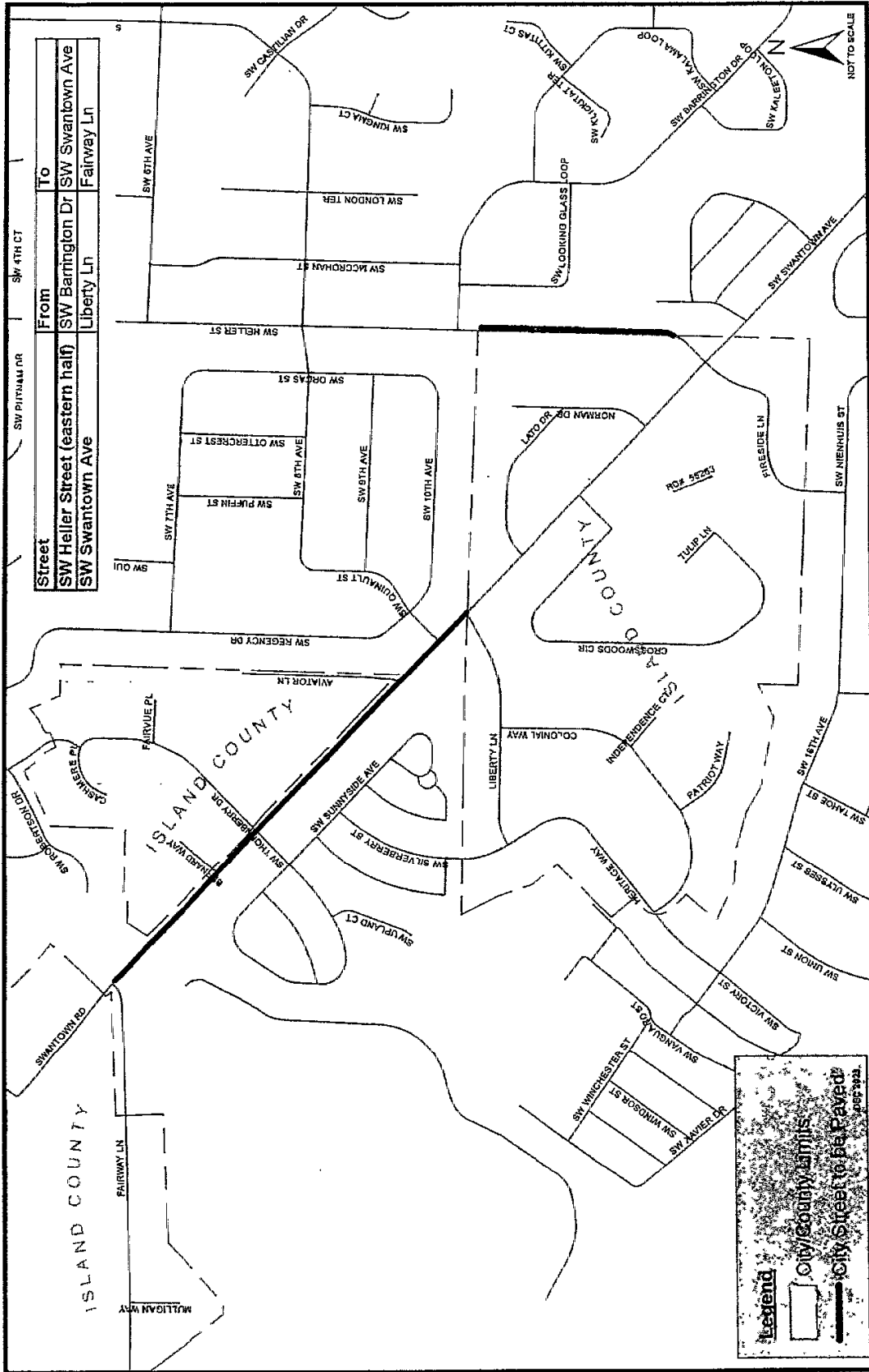
CRP 24-01 J.L. 01117-1604, City of Oak Harbor.

HMA CL 1/2" PG58H-22 will be accomplished by planning various locations and placing .167' compacted depth of Hot Mix Asphalt PG 58H-22 1/2". Work will be contracted with 2024 Whidbey Island Hot Mix (HMA) Overlays.

Locations: SW Heller Street (eastern half) From SW Barrington Dr to SW Swantown Ave, SW Swantown Avenue City limit portions From Liberty Ln to Fairway Ln.

#### ENGINEER'S ESTIMATE

Item No.	Description	UOM	Est. Qty
1	MOBILIZATION	L.S.	1
2	PLANING BITUMINOUS PAVEMENT	S.Y.	1,350
3	HMA CL 1/2 IN. PG64-22 SW SWANTOWN AVE	TON	1,007
4	HMA CL 3/8 IN. PG64-22 SW HELLER ST	TON	125
5	ASPHALT COST PRICE ADJUSTMENT	CALC	1
6	TRAFFIC CONTROL SUPERVISOR	L.S.	1
7	FLAGGERS	HR	110
8	CONSTRUCTION SIGNS CLASS A	S.F.	128
9	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1
10	MINOR CHANGE	CALC	5,000
11	SPCC PLAN	L.S.	1
12	MATERIALS TESTING	EST.	6,500
13	PROJECT MANAGEMENT / PLANNING/ EMPLOYEES	HRS	80
14	INDIRECT COST RATE %	HRS	988



# 2024 PAVEMENT PRESERVATION PROJECT Interlocal Agreement with Island County



ATTACHMENT Event Date: Tue Apr 09 00:00:00 PDT 2024  
Page 8 of 11  
Transcript: 03:00:00:00 PDT 2024

