

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

This Interagency Agreement, dated 17<sup>th</sup> day of October, 2017, 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, with payment due within thirty 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 thirty 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. Prior to its entry into force, this agreement shall be filed with the Island County Auditor.

**AGENCY:**

**BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON**

City of Oak Harbor



Mayor

 10/17/17  
JILL JOHNSON, Chair Date

~~HELEN PRICE JOHNSON, Member~~

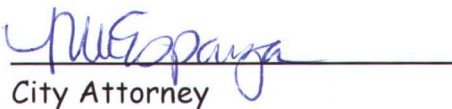
~~RICHARD M. HANNOLD, Member~~

Attest:



City Clerk

Approved as to Form:

  
City Attorney

ATTEST:

  
DEBBIE THOMPSON  
Clerk of the Board

ATTACHMENT A

The undersigned hereby requests that the following described work be performed by the County Public Works Department (Roads Division) for City of Oak Harbor. 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.

Invoicing for work performed will be based on actual labor/equipment/materials costs. Payment shall be due upon receipt of invoice.

**DESCRIPTION OF WORK/SERVICE REQUESTED: Hot mix asphalt overlay and planning as requested by the City of Oak Harbor in conjunction with the County's 2017 Whidbey Island HMA Overlay Contract, CRP 17-02, J.L. #01111-0402 and as per cost estimate in attached Exhibit A, herein made a part of this agreement.**

Desired Completion Date: December 31, 2017  
Total Cost Not to Exceed: \$ 22,253.90

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: 

Title: MAYOR

Date: 10-4-17

Request Reviewed and Approved:



Island County Engineer

Date: 10/4/2017

## EXHIBIT A

### 16 TH AVE.

Located in Sec. 36 Twp. 33N., Range. 1E.. Surfacing will be accomplished by placing 0.10' compacted depth of "HMA Class 3/8", 24' wide from State Route 20 to West End of Wallin Funeral Home.

### 16 TH AVE

HMA CL 3/8, 16TH AVE	115 TON	\$95.00	\$ 10925.00
Planing Bituminous Asphalt	322 SY	\$15.25	\$4921.00
Traffic Control Supervisor	5 HR	\$51.00	\$255.00
Flaggers and Spotters	25 HR	\$50.00	\$1,250.00
Other Traffic Control Labor	2 HR	\$45.00	\$90.00

Sub Total: \$17,441.00

### PC/CE

Field Inspector	5 HR	\$47.00	\$235.00
Field Technician	5HR	\$38.00	\$190.00
Project Engineer	7HR	\$52.00	\$364.00
QA Testing	1 EST	\$2,000.00	\$2,000.00

Sub Total: \$2,789.00

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Sub Total: \$20,230.00

~10% Contingency \$2,023.90

<b>TOTALS</b>
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<b>\$22,253.90</b>
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