

**RETURN TO:**

City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

**INTERLOCAL AGREEMENT**

**BETWEEN:** Oak Harbor School District No. 201 and the City of Oak Harbor.

**REGARDING:** Use of school buses for shuttle services on April 19, 2015 for the purpose of shuttling Whidbey Island Marathon participants from Windjammer Park to Deception Pass State Park.

This Agreement is entered into by and between the Oak Harbor School District No. 201 (hereinafter referred to as the "District") and the City of Oak Harbor (hereinafter referred to as the "City").

WHEREAS, the City desires to have two shuttle buses with the capacity of 30-50 passengers to shuttle up to 200 passengers for continuous shuttle service beginning at 6:00 a.m. and concluding at 8:00 a.m. from Windjammer Park to Deception Pass State Park; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the District is qualified and possesses the necessary equipment to perform the services set forth in this Agreement; and

WHEREAS, the City of Oak Harbor conducted a competitive requisition process in compliance with RCW 28A.160.120 for allowing use of public transportation services with private WUTC permitted transportation businesses.

NOW, THEREFORE, enter into this Agreement and agree as follows:

1. Compensation and Method of Payment. The City shall pay the District for work performed under the Agreement an estimated lump sum of four hundred twenty- seven dollars and sixty cents (\$427.60) within 30 days of receipt of invoice. Actual charges may change once all shuttles have been accounted for including final driver time and mileage.
2. Hold Harmless/Indemnification.
  - 2.1 The City shall defend, indemnify and hold the District its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the DISTRICT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- 2.2 The District shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.
- 2.3 For purposes of this indemnification and hold harmless agreement, the DISTRICT waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.
- 2.4 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

3. Insurance.

The DISTRICT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the DISTRICT, its agents, representatives, or employees.

- 3.1 **Minimum Scope of Insurance.** SERVICE PROVIDER shall obtain insurance of the types described below:
  - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 3.2 **Minimum Amounts of Insurance.** SERVICE PROVIDER shall maintain the following insurance limits:
  - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.
- 3.3 **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
  - a. The DISTRICT'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the DISTRICT'S insurance and shall not contribute with it.

b. The DISTRICT'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

3.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

3.5 Verification of Coverage. DISTRICT shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the DISTRICT before commencement of the work.

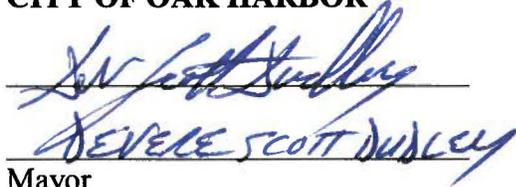
IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate, dated this 17<sup>th</sup> day of March, 2015.

**OAK HARBOR SCHOOL DISTRICT  
NO. 201**



Dr. Lance Gibbon  
Superintendent

**CITY OF OAK HARBOR**



BEVERE SCOTT DUDLEY  
Mayor

**ATTEST:**



City Clerk, City of Oak Harbor