

INTERAGENCY AGREEMENT
Reimbursable
Island County Public Works Department

This Interagency Agreement, dated 14th day of Feb., 2024, 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 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.

- c. 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 party 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.

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AGENCY:
TOWN OF COUPEVILLE

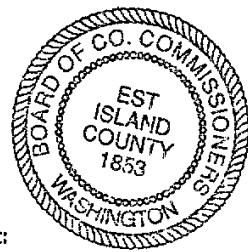
BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Molly Hughes 3/14/24
Molly Hughes, Mayor Date

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

Attest:

Connie Johnson 2/15/24
Town Clerk



Approved as to Fofio:

Tom Dyer
Town Attorney

Attest:

Jennifer Roll
Jennifer Roll
Clerk of the Board

ATTACHMENT A

The undersigned hereby requests that the following described work be performed COUNTY forces concurrent with the 2024 Whidbey Island Pavement Preservation Program. 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 will be applied to professional/general services.

REVISED DESCRIPTION OF WORK/SERVICE REQUESTED: Seal Coat NE 6TH Street N Main St to Perkins St, NE Front Street N Main St to NE 9th St. will be accomplished by County Forces approximately 9,411 SY followed by application of fog seal approximately 9,411.

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, 2024.

Total Cost Not to Exceed: \$ 120,000.

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.

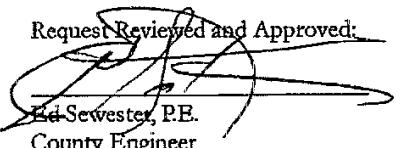
Agency: Town of Coupeville


Molly Hughes

Mayor

Date: 2/19/2024

Request Reviewed and Approved:


Ed Sewester, P.E.
County Engineer

Date: 6 MAR 2024

(Interagency Agreement Reimbursable)

EXHIBIT A

2024 Town of Coupeville Pavement Preservation

JL. 01117-1704, Town of Coupeville.

CRS2P with COLASPHALT fog seal will be accomplished by applying .45 gallons per SY of CRS2P, 25lbs per SY 3/8 #4 Chip rock topped with .15 gallons per SY of COLASPHALT fog seal.

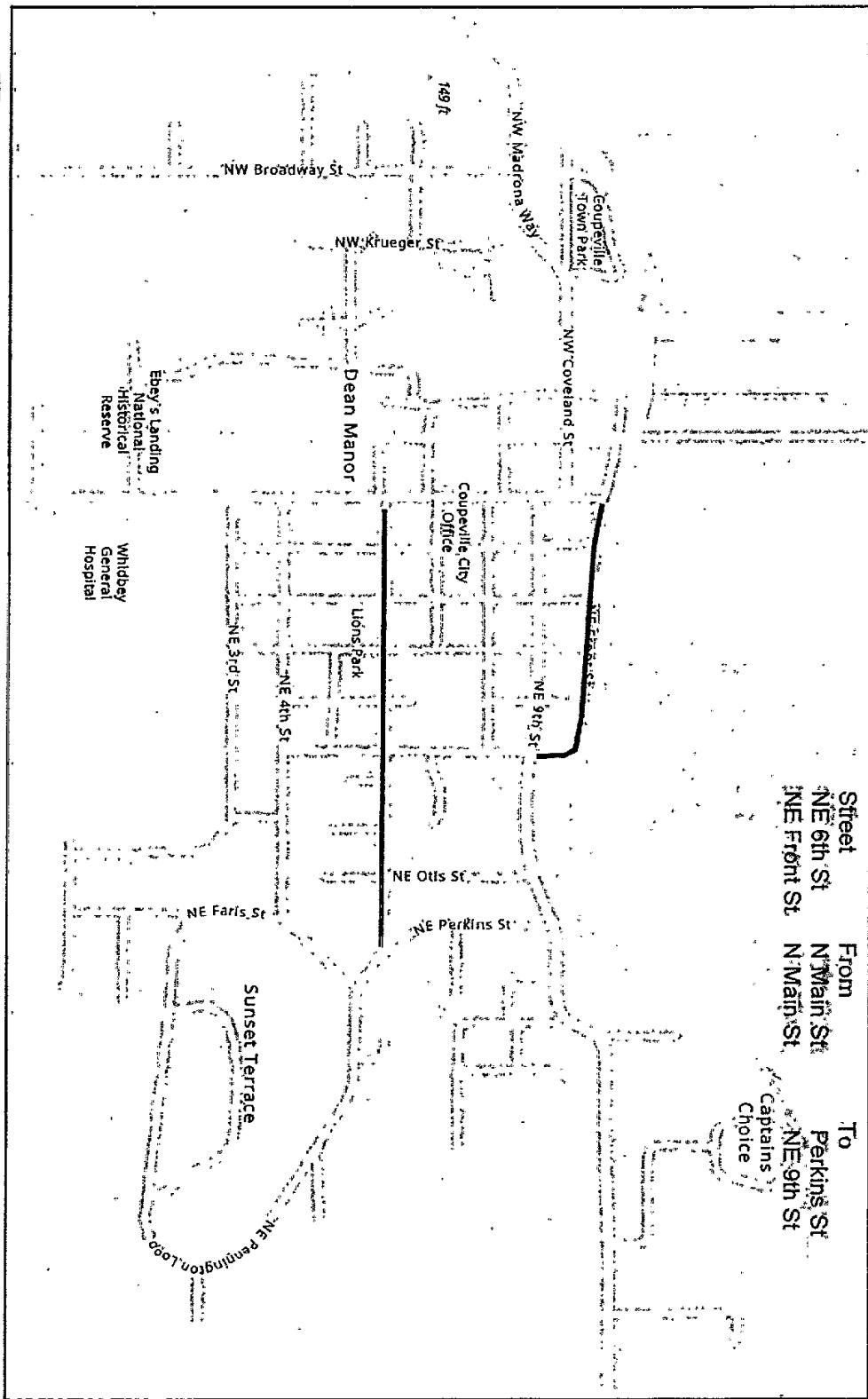
Locations: NE 6TH Street N Main St to Perkins St, NE Front Street N Main St to NE 9th St.

ENGINEER'S ESTIMATE TIB Grant 2-W-827(015)-1

ITEM NO.	ITEM DESCRIPTION	Qty	Unit
1	NE 6TH Street N Main St to Perkins St	5,744	SY
2	NE Front Street N Main St to NE 9th St	3,667	SY
3	Fog Seal	9,411	SY
4	Project Management/Planning	60	Hrs.
5	Pre level HMA	120	TON
6	Indirect Cost Rate on Item 4	\$4800	CALC
7	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST.

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EXHIBIT B



ATTACHMENT Event Date: Tue Apr 09 00:00:00 PDT 2024
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INTERLOCAL AGREEMENT ISLAND COUNTY AND THE TOWN OF COUPEVILLE

2024 PAVEMENT PRESERVATION PROJECT

