

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

This Interagency Agreement, dated 16 day of July, 2024, is between **ISLAND COUNTY**, hereinafter referred to as "**COUNTY**", and **City of Langley**, 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** has a drainage project Edgecliff Drive Outfall, JL 00602-1101, CDP 22-03 within the **COUNTY** portion of Edgecliff Drive Road Right of Way; and

**WHEREAS**, the **AGENCY** has a water distribution utility, Franchise #1(3), within **COUNTY** Right of Way that is in conflict with the **COUNTY** project and is required to relocate the utility at its expense.

**WHEREAS**, the **AGENCY** determined that the most efficient method to resolve the utility conflict is to combine the utility construction with the **COUNTY**'s project.

**WHEREAS**, the **AGENCY** is requesting from the **COUNTY**, as a reimbursable request, assistance as described in Attachment A.

**WHEREAS**, the **COUNTY** wishes to promote mutual cooperation among the various departments; and

**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. Provide engineering plans for the water bypass and relocated waterline.
  - d. Provide an engineers estimate and bid schedule for requested work.
  - e. Provide any project-specific or APWA special specifications for the water bypass and relocated waterline.
  - f. Provide construction engineering support related to water bypass and relocated waterline.
  - g. 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 the 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. This Agreement does not release the **AGENCY** of any of its responsibilities in its Franchise agreement: Franchise #1(3).

9. **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.

10. **Filing.**

Pursuant to RCW 39.34.040 and Island County Standards, a copy of this Agreement shall be filed with the Island County Auditor listed by subject on the COUNTY'S website or other electronically retrievable public source.

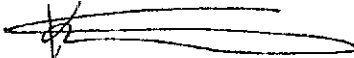
11. **Insurance.** Each party shall maintain its own insurance and / or self-insurance for its obligations from damage to property and / or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof 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 LANGLEY

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON


  
Kennedy Horstman, Mayor      7-16-24  
Date

  
Jill Johnson, Chair      -9/10/24  
Date

Attest:

  
City Clerk      7-16-24

Approved as to Form:

  
City Attorney

Attest:

  
Jennifer Roll  
Clerk of the Board



## ATTACHMENT A

The undersigned hereby requests that the following described work be performed by the awarded **CONTRACT COMPANY** concurrent with the Edgecliff Drive Outfall project, JL 00602-1101, CDP 22-03. 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.

**DESCRIPTION OF WORK/SERVICE REQUESTED:** Edgecliff Drive Watermain Replacement will be accomplished by Contractor Forces:  
Edge Cliff Drive, Langley WA

The **AGENCY** will provide:

- public outreach related to the watermain bypass and replacement.
- towing vehicles as necessary and within City's boundaries
- locate and provide utility risers.
- locate and provide monument risers within City boundaries.
- Install two new 8" Isolation Valves before the contractor starts work.

**Desired Completion Date:** December 1, 2024

**Total Cost Estimate:** \$ 62,200.00 – 71,600 .

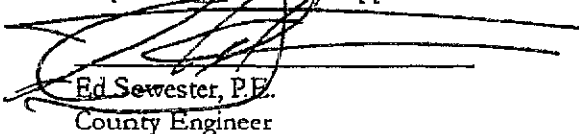
The undersigned certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the Road Fund will be made promptly unless otherwise modified in this agreement.

Agency: City of Langley

  
Randi Perry  
Public Work Director

Date: 7/16/24

Request ~~Reviewed~~ and Approved:

  
Ed Sewester, P.E.  
County Engineer

Date: 29 Aug 2024

(Interagency Agreement Reimbursable)

## **EXHIBIT A**

### **2024 City of Langley Watermain Replacement.**

**CDP 22-03, J/L 00602-1101, City of Langley.**

Watermain Replacement will be accomplished by installing a watermain bypass system, excavation, cutting and disposal of an existing asbestos cement pipe (ACP), installation of polyvinylchloride (PVC) pipe, and restoration of paved and unpaved road shoulder.

**Locations:** Edgedcliff Drive (east end of Langley City limit)

### **ENGINEER'S ESTIMATE**

**ENGINEER'S OPINION OF COST**  
**Edgecliff Drive Outfall**  
**Whidbey Island**  
**JL 00602-1101 CDP 22-03**

Item No.	Specs.	Estimated Quantity	UOM	Description	Cost	
					Unit Price	Total Amount
001	1-09.7	1	LS	MOBILIZATION	\$ 6,500.00	\$ 6,500.00
002	1-04.4(1)	6000	CALC.	MINOR CHANGE	\$ 1.00	\$ 6,000.00
003	1-10.3(1)A	24	HR	FLAGGERS	\$ 66.00	\$ 1,584.00
004	1-10.3(1)A	1	LS	STRUCTURE EXCAVATION CLASS B	\$ 500.00	\$ 500.00
005	1-10.4(1)	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL	\$ 1,000.00	\$ 1,000.00
006	2-02.3 (SP)	1	LS	REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL	\$ 5,000.00	\$ 5,000.00
007	7-09.5 (SP)	1	LS	WATER MAIN BYPASS SYSTEM	\$ 8,000.00	\$ 8,000.00
008	7-09.5 (SP)	31	LF	PVC PIPE FOR WATER MAIN 8 IN. DIAM.	\$ 241.00	\$ 7,471.00
009	7-15.5	1	EA	SERVICE CONNECTION 1 IN. DIAM.	\$ 2,000.00	\$ 2,000.00
010	5-04.5 (SP)	75	SF	PAVEMENT REPAIR	\$ 7.00	\$ 525.00
011	9-03.19	12	TON	BANKRUN GRAVEL FOR TRENCH BACKFILL	\$ 40.00	\$ 480.00
012	9-14.1(1)	1	LS	ROADSIDE RESTORATION	\$ 600.00	\$ 600.00
013		2500	EST.	MATERIAL TESTING	\$ 1.00	\$ 2,500.00
014		80	HR	PROJECT MANAGEMENT/ PLANNING/ EMPLOYEES	\$ 80.00	\$ 6,400.00
015		1	EST.	INDIRECT COST	\$ 10,638.66	\$ 10,638.66
016		1	EST.	CONTINGENCY	\$ 8,726.18	\$ 8,726.18
<b>TOTAL OPINION OF COST:</b>					<b>\$</b>	<b>66,900.74</b>

**Estimate Range: \$62,200.00 to \$71,600.00**

Item No.	Specs.	Estimated Quantity	UOM	Description	COST	
					Unit Price	Total Amount
Estimate Prepared by: <u>CA Mayhew</u>					7-27-24	
Engineer <u>[Signature]</u>					Date	
Approved By: <u>[Signature]</u>					29 Aug 2024	
Edward Sewester, P.E. County Engineer					Date	

ATTACHMENT Event Date Tue Sep 10 00:00:00 PDT 2024  
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