

STAFF REPORT

INTERLOCAL COOPERATION AGREEMENT

To: Mayor Samuelson and Members of the City Council

Date of Report: May 24, 2011

Staff Contact: Challis Stringer, Director of Public Works *CMS*

Meeting Date: June 6, 2011

Agenda Item: Interlocal Cooperation Agreement with Island County for City of Langley Road Signage Program

Attachments: Interlocal Cooperation Agreement

This staff report introduces, for City Council review and action, an Interlocal Cooperation Agreement between the City of Langley and Island County for the mutual cooperation to provide the Langley Loop signs. The proposed action is to authorize the mayor to sign the agreement.

BACKGROUND

The City has been working collaboratively with Washington State Department of Transportation (WSDOT), Langley Chamber of Commerce (Chamber), and Island County (County) to clean up existing signage and install new signage to support economic development; the Langley Loop signs are included in this project. The project name is Island Sub-Region RTP Road Signage Program – Phase I. The project has 86.5% grant funding through STP(R) funds, and the estimated cost of the project is \$35,589.00 of which the City has agreed to contribute \$4,866.00.

The Interlocal Cooperation Agreement sets out the terms of the project and beyond between the City and the County. The County will be responsible for all of the Federal paperwork required for the project, coordinating the sign order, and installation of the signs on County roads and State Route 525. The City will install and maintain the Langley Loop signs inside City limits, and the County will maintain the Langley Loop signs outside of City limits.

The City Attorney has reviewed the Agreement as well as the County Chief Civil Deputy Prosecuting Attorney.

RECOMMENDED MOTION

Move to authorize the Mayor to sign the Interlocal Cooperation Agreement between the City of Langley and Island County to provide the Langley Loop signs.

INTERLOCAL COOPERATION AGREEMENT
Island County and City of Langley Road Signage Program

This Interlocal Cooperation Agreement, hereinafter referred to as "Agreement," is entered into this _____ day of _____, 2011, between Island County, hereinafter referred to as "**COUNTY**," and the City of Langley, hereinafter referred to as "**CITY**."

WHEREAS, Chapter 39.34 RCW allows public agencies to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the **COUNTY** and **CITY** wish to promote mutual cooperation to provide road signage; and

WHEREAS, to meet the obligation of providing matching funds as required under the Local Agency Agreement (LAA) between the **COUNTY** and Washington State Department of Transportation Highways and Local Programs Division (WSDOT), attached as Exhibit "A," the **COUNTY** requested the **CITY's** participation;

NOW, THEREFORE, for and in consideration of the mutual and valuable benefits to be derived by the parties pursuant to this Agreement, it is hereby agreed by and between the **COUNTY** and the **CITY** as follows:

1. The **CITY** agrees:
 - a. To submit payment of \$4,866.00 to the **COUNTY** within ninety days of the date of execution of this Agreement as proof of meeting \$4,866.00 of the local match for work to be conducted by the **COUNTY** and the **CITY** pursuant to Local Agency Agreement (LAA) between the **COUNTY** and Washington State Department of Transportation Highways and Local Programs Division (WSDOT).
 - b. At the sole cost and responsibility of the **CITY**, to install and continuously maintain up to 20 Langley Loop signs within the boundaries of the **CITY** limits.
 - c. That it shall hold the Federal Government, the State of Washington, and **COUNTY** harmless from and shall process and defend at its own expense all claims, demands, or suits whether at law or equity brought against the **CITY**, **COUNTY**, State, or Federal Government arising from the **CITY's** execution, performance, or failure to perform any of the provisions of this Agreement; PROVIDED, nothing herein shall require the **CITY** to reimburse the **COUNTY**, State, or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government, State and/or **COUNTY**.

2. The **COUNTY** agrees:
 - a. To be the administrator of this Agreement through the Island County Public Works Director or his designee.
 - b. To be the administrator of the LAA.
 - c. To fulfill the terms of LAA.
 - d. To coordinate with the **CITY** on the sign project described herein, i.e., coordinate the order and delivery of 20 Langley Loop signs to the **CITY**, coordinate the order

install, and continuously maintain four Langley Loop signs on Bayview Road and Langley Road in the unincorporated area of the **COUNTY**, and coordinate the order, install, and continuously maintain four Langley Loop signs on State Route 525.

- e. To be responsible for the \$703.00 local match requirements for the installation of four Whidbey Scenic Isle Way signs north of Oak Harbor described in the LAA.
 - f. To retain control and direction of all **COUNTY** personnel and **COUNTY** equipment for work conducted on **COUNTY** owned roads.
 - g. To refund any part of the **CITY's** \$4,866.00 local grant match paid to the **COUNTY** that exceeds the 13.5 percent of the local grant match after the total cost of the **CITY's** portion of the grant program is determined.
 - h. That it shall hold the Federal Government, the State of Washington, and **CITY** harmless from and shall process and defend at its own expense all claims, demands, or suits whether at law or equity brought against the **CITY**, **COUNTY**, State, or Federal Government arising from the **COUNTY's** execution, performance, or failure to perform any of the provisions of this Agreement; PROVIDED, nothing herein shall require the **COUNTY** to reimburse the **CITY**, State, or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government, State and/or **CITY**.
3. The **CITY** certifies that sufficient budgeted funds are available to cover \$4,866.00 of the local match required under the LAA to fulfill the work described in the LAA. The **CITY** will complete its work under this Agreement within 90 days of execution of this Agreement. 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.
 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 **CITY** and the **COUNTY**.
 7. The **COUNTY** is funding, in part, its obligation under this Agreement through a Local Agency Agreement (LAA) between the **COUNTY** and Washington State Department of Transportation Highways and Local Programs Division (WSDOT), attached hereto as Exhibit "A." The **CITY** must comply with all the terms and conditions with which the **COUNTY** must comply under that agreement. The State of Washington is an express third-party beneficiary of this Agreement between the **COUNTY** and **CITY**.
 8. Prior to its entry into force, this Agreement shall be filed with the Island County Auditor.

CITY OF LANGLEY

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

Paul Samuelson, Mayor

Angie Homola, Chair

Attest:

Helen Price Johnson, Member

Debbie Mahler
Clerk-Treasurer

Kelly Emerson, Member

Attest:

Elaine Marlow
Clerk of the Board