INTERAGENCY AGREEMENT
Reimbursable
Island County Public Works Department

This Interagency Agreement, dated ___ day of ____________, 2012, 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 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 Exhibit 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 agrees to:

   a. request COUNTY assistance, in writing, through its designated official citing description of work/service requested.
   b. reimburse the COUNTY for the actual 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, arising from the willful or negligent acts and omissions of the AGENCY'S officers and employees while operating under this Agreement.
   d. prepare the road surface (sweeping, digouts, crack seal, etc.) and pull shoulders in advance of the paving.
e. allow the County to retain all control of its contractors utilized for completion of requested assistance.

f. pursue all upgrades to existing pedestrian facilities adjacent to the roads covered in this Agreement necessary to comply with the requirements of the Americans with Disabilities Act.

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, arising 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 Exhibit A and reimbursement to Island County Public Works as outlined in Attachment 1.

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:

City of Langley

Mayor

Attest:

City Clerk

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

HELEN PRICE JOHNSON, Chair

KELLY EMERSON, Member

ANGIE HOMOLA, Member

Date:

ATTEST: ELAINE MARLOW
Clerk of the Board
EXHIBIT A

The undersigned hereby requests that the following described work be performed by the County Public Works Department (Roads Division) for City of Langley. 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 Langley will reimburse all costs.

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

DESCRIPTION OF WORK/SERVICE REQUESTED: Hot mix asphalt overlay and planing as requested by the City of Langley in conjunction with the County's 2012 Whidbey Island HMA Overlay Contract, CRP 12-01, work listed in attached Attachment 1, herein made a part of this agreement.

Desired Completion Date: September, 2012
Total Cost Not to Exceed: $105,363.00

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

Title: ____________________________

Signed: ____________________________

Date: ____________________________

Request Reviewed and Approved:

________________________________________

Island County Public Works Director/
County Engineer

Date: ____________________________
### ATTACHMENT 1

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<th>Item No.</th>
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<th>Unit</th>
<th>Description</th>
<th>Unit Cost</th>
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<td>SY</td>
<td>Planing Bituminous Pavement</td>
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<td>HR</td>
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Sub-total $89,620.00

Material Testing $2,000.00

Contingency-15% $13,743.00

Total Estimate $105,363.00