

INTERAGENCY AGREEMENT
Reimbursable
Island County Public Works Department

This Interagency Agreement, dated this 9th day of December, 2013, is between **ISLAND COUNTY**, hereinafter referred to as **COUNTY**, and **Skagit Council of Governments**, hereinafter referred to as **AGENCY**.

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

WHEREAS, the **COUNTY** promotes mutual cooperation among the various departments; and

WHEREAS, the **AGENCY** is requesting assistance from the **COUNTY** as described in Exhibit A; and

WHEREAS, the **AGENCY** agrees to reimburse the **COUNTY**, as described in Exhibit A, for the assistance provided by the **COUNTY**;

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. Reimburse the **COUNTY** with \$40,000 for payment of consultant fees;
 - b. provide payment to the **COUNTY** within thirty days of receipt of invoice;
 - 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; and
 - d. allow the County to retain all control of its contractors utilized for completion of requested assistance.

2. The **COUNTY** agrees to:
 - a. Be the administrator of this Agreement through the Public Works Director or his/her designee;
 - b. submit an invoice to the **AGENCY** upon completion of requested assistance;
 - c. retain control and direction of all **COUNTY** personnel and **COUNTY** equipment provided to the **AGENCY** for completion of requested assistance; and
 - d. 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. The requested services and reimbursement to Island County Public Works are 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. Prior to its entry into force, this Agreement shall be filed with the Island County Auditor or, alternatively, listed by subject on Island County's website pursuant to RCW 39.34.040.

9. Federal Award Information: The following federal award information is relevant to this agreement.

CFDA Title:	Highway Planning and Construction
CFDA Number:	20.205
Award Name:	Metropolitan/Regional Transportation Planning
Award Number:	GCB 1539
Federal Agency:	US Department of Transportation

CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Award Name: Surface Transportation Program--Regional
Award Number: STPR Z929(002) / LA 5983
Federal Agency: US Department of Transportation

Subrecipients expending \$500,000 or more in federal awards during the subrecipient's fiscal year are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133.

Subrecipients of federal funds are also required to follow the Uniform Administrative Requirements (A-102 or 2 CFR Part 215) and Cost Principles (2 CFR Part 220, 2 CFR Part 225 or 2 CFR Part 230) as required for the subrecipient's entity type.

AGENCY:

SKAGIT COUNCIL OF GOVERNMENTS

Kevin Murphy
KEVIN MURPHY,
Executive Director

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

Jill Johnson
JILL JOHNSON, Chair

Kelly Emerson
KELLY EMERSON, Member

Helene Price Johnson
HELEN PRICE JOHNSON, Member

Date: 11-13-2013

Date: 12/09/13

Ron Wesen
Ron Wesen, Chair

ATTEST: Debbie Thompson
DEBBIE THOMPSON
Clerk of the Board



EXHIBIT A

The undersigned hereby requests that the following described work be performed by the Island County Public Works Department for Skagit Council of Governments. It is understood that this work will be done at the convenience of the Public Works Department and that the undersigned Skagit Council of Governments will reimburse at a cost of \$40,000.

DESCRIPTION OF WORK/SERVICE REQUESTED: Skagit Council of Governments shall contribute \$40,000 towards the consultant fees for the Skagit / Island RTPO Travel Demand Model update, which is a component of the Island County Transportation Element Update contract. Work will include socio-economic forecasting, base year traffic model development and forecast traffic model development.

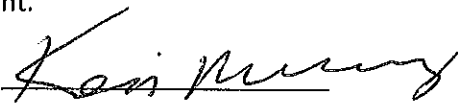
An invoice for work performed will be provided to the **AGENCY** upon completion of the work described below. Payment to **COUNTY** shall be due within thirty days of receipt of invoice by **AGENCY**.

Desired Completion Date: September 30, 2014

Total Cost: \$40,000.00

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

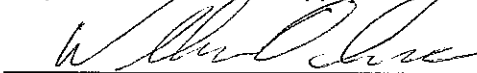
Agency: Skagit Council of Governments

Signed: 

Title: Executive Director

Date: 11-1-2013

Request Reviewed and Approved:



Date: 11/25/2013

Island County Public Works Director/
County Engineer