INTERAGENCY AGREEMENT
FUEL USE - REIMBURSABLE
ISLAND COUNTY PUBLIC WORKS
& ISLAND TRANSIT

This Interagency Agreement, dated ___/___/2019, is between ISLAND COUNTY, hereinafter referred to as "COUNTY", and ISLAND TRANSIT, 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 ISLAND TRANSIT 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 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, rising from the willful or negligent acts and omissions of the AGENCY'S officers and employees while operating under this agreement.
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, rising 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 December 31 of the year of execution and shall be deemed automatically renewed for successive one-year terms on the 1st day of January of each year unless canceled in writing prior to January 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.
Approved this 6th day of September, 2019

ISLAND COUNTY PUBLIC WORKS

[Signature]
William E Oakes, P.E.
Director / County Engineer

ISLAND TRANSIT

[Signature]
Todd E. Morrow
Name of Signer/Title (Printed)
8-9-19
Date
ATTACHMENT A

The undersigned hereby requests permission to obtain gasoline and diesel fuel from the vehicle fueling stations located at the various County Road Shops (Oak Harbor, Coupeville, Bayview, and Camano Island). It is understood fuel will be obtained for the ISLAND TRANSIT owned vehicles at a reimbursable cost to the County, which will include an administration fee for processing billings, invoicing, issuing equipment and PIN cards, and fuel station maintenance/operation costs.

Said reimbursable cost will be determined by current State Contract and administrative fees. The current administrative fees include $0.20 per gallon to cover maintenance, operations and administrative costs, and a general County overhead charge of 6.12% shall be added to the price per gallon of fuel. These administrative fees are subject to change at the discretion of the County. The County will notify the customer 30 days in advance of any proposed changes in the administrative fees.

The County will bill the ISLAND TRANSIT on a monthly basis for fuel obtained. The ISLAND TRANSIT will pay custodian within 30 days of date of each invoice.

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

Island Transit

Signed: [Signature]
Title: Executive Director
Date: 8-9-19

Request Reviewed and Approved:

[Signature]
William E Oakes, P.E.
Director / County Engineer
Date: 9-6-2019