

LOCAL AGENCY REIMBURSABLE WORK AGREEMENT

This agreement is entered into by **Island County**, hereinafter referred to as "**COUNTY** " and **Freeland Water District**, hereinafter referred to as "**DISTRICT**".

WHEREAS, RCW Chapter 39.34 permits local agencies to provide resources to one another in a manner consistent with the purpose of governmental functions, and

WHEREAS, the **COUNTY** desires to preserve public health and protect life and property within its jurisdictional boundaries, and

WHEREAS, the **DISTRICT** may desire to enter into a reimbursable work agreement with the **COUNTY** for the purposes of responding to a disaster or emergency situations if immediate action to preserve public health or to protect life or exceeds the **DISTRICT'S** resources to adequately address the emergency, and

WHEREAS, the **COUNTY** will assess as soon as possible its resources to determine if adequate resources exist to respond to the request for disaster or emergency assistance, and

WHEREAS, if the **COUNTY** is not able to provide assistance, the **COUNTY** shall not be liable to the **DISTRICT** for failing to respond to a request for assistance or provide resources, and

WHEREAS, 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 **DISTRICT** as follows:

1. The **DISTRICT** agrees to the following:
 - a. Request assistance orally or in writing through its designated official and describe the equipment, personnel, expertise and other resources that are needed to address the disaster or emergency. Any oral request shall be confirmed in writing by the designated official as soon as practicable.
 - b. Specify request citing description of work and service requested to Public Works director and indicate completion date and dollar limit for work requested.
 - c. Reimburse the **COUNTY** for the cost of repairing or replacing rented equipment if same is damaged during the **DISTRICT'S** operation of same, with payment due upon receipt of bill.
 - d. Reimburse the **COUNTY** for the cost of providing assistance, with payment due upon receipt of bill.
 - e. Each party shall assume the risk of, be liable for and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Local Agency Reimbursable Work Agreement.

2. The **COUNTY** agrees to the following:
 - a. Designate the Public Works Director or his/her designee as the key staff contact.
 - b. Evaluate the request and approve use of **COUNTY** resources.
 - c. Advise the **DISTRICT** if resources are available and the approximate time when such can be provided.
 - d. Retain control and direction of all personnel and equipment provided to the **DISTRICT**.

- e. Provide the **DISTRICT** with the **COUNTY'S** then current schedule of wage and equipment rates.
 - f. Submit an itemized invoice to the **DISTRICT** upon completion of work for actual labor/equipment/materials costs.
 - g. Each party shall assume the risk of, be liable for and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Local Agency Reimbursable Work Agreement.
3. Each party will be responsible for financing and budgeting for its responsibilities under this agreement.
 4. No property will be jointly acquired for use in fulfilling this agreement.
 5. It is agreed that any amendments, modification, or changes to this agreement must be in writing and approved by all parties, hereto.
 6. This agreement shall take effect upon its execution by the **DISTRICT'S** Board of Commissioners and the Board of County Commissioners of the **COUNTY**. It shall continue in force and effect and shall be deemed automatically renewed for one year on the 1st day of January of each year unless otherwise amended or canceled to in writing prior to January 1.
 7. Prior to its entry into force, this agreement shall be filed with the Island County Auditor.

AGENCY
Freeland Water District
Commissioners

Nolen A. Knickerbocker

NOLEN A. KNICKERBOCKER

Chuck Maddox

CHUCK MADDOX

~~MICHAEL SARAN~~ Eric Hansen

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

John Dean

JOHN DEAN, Chairman

Phillip Bakke

PHILLIP BAKKE, Member

Wm. L. McDowell

WM. L. MCDOWELL, Member

ATTEST: *Elaine Marlow*
 ELAINE MARLOW
 Clerk of the Board

DATE: 3/3/08

