INTERAGENCY AGREEMENT
BETWEEN
THE CITY OF SEQUIM
AND
NORTH OLYMPIC LIBRARY SYSTEM

This agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the **City of Sequim** and the **North Olympic Library System**.

WHEREAS, all parties hereto are public agencies, and

WHEREAS, the parties hereto are charged with the responsibility of constructing and maintaining their facilities and maintaining staff, equipment, and materials to perform necessary work, and

WHEREAS, the parties may from time to time need additional labor, equipment, or materials, or have labor, equipment, and materials available in certain locations which could be used by other parties to this agreement,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

It is the purpose of this Agreement to permit the parties to cooperate by furnishing labor, equipment and material when available on a reimbursable basis for maintenance activities. This will be done with the understanding that the work of the owner of the requested resources takes first priority.

II
SERVICES

The City of Sequim will do the following upon request from the Library and availability of City staff and equipment:

1) Provide de-icing services for the Sequim Library parking lot to include materials during times of inclement weather.
2) Provide snow removal services for the Sequim Library parking lot during times of inclement weather.
3) Provide catch basin cleaning services for the Sequim Library parking lot.
4) Provide street sweeping services to the Sequim Library parking lot.
5) Provide striping services for the Sequim Library parking lot pending NOLS approval of the exact timing of the work.
6) Provide additional requested maintenance services as staff, equipment and materials are available on a reimbursable basis.

The North Olympic Library System will do the following:

1) Remit reimbursement for services provided to the City of Sequim in accordance with the provisions contained herein.
2) Provide requested maintenance services as staff, equipment and materials are available on a reimbursable basis.

III

PAYMENT

The parties to this agreement agree that the party receiving services under this agreement shall reimburse the party providing the services for their actual direct and related indirect costs including any administrative overhead charges. These payments are not to be more frequent than one (1) per month.

The maximum amount payable for work performed under this agreement is twenty thousand ($20,000) per calendar year by each party to each individual party to the agreement.

The parties to this agreement furthermore agree that at times labor, equipment and material may be furnished by one party to the other in exchange for labor, equipment and material furnished by the other, or in recognition of the benefit to the party and/or constituents of said party. Such exchange or benefit shall constitute reimbursement as required in this agreement and shall be documented in writing and agreed to by both parties.

IV

RECORDS RETENTION AND AUDIT

The parties agree to maintain records of all costs incurred under this agreement in accordance with a work order accounting system as prescribed and approved by the State Auditor's Office. These records shall be kept available for inspection and audit by the party requesting the service for five (5) years after payment of the requested service.

V

RIGHT OF ENTRY

The parties to this agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, along with any property within or adjacent to the right-of-way of the highway, road, or street, for the purpose of accomplishing all work or services requested as part of this agreement, provided that such right of entry shall be subject to any and all applicable permitting or other legal requirements.

VI

HOLD HARMLESS AND INDEMNIFICATION

The requesting party shall defend, indemnify and hold harmless the requested party and the requested party's appointed and elected officers and employees from and against any and all liability, loss, cost, damage and expenses, including costs and attorney's fees in defense thereof, because of actions, claims or lawsuits for damages for personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and on account of damage to the environment or to property, including loss thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of any party's performance of this Agreement or the negligence or willful acts of any party or its employees, except for injuries and damages caused by the sole negligence of the requested party.

As to injuries and damages caused by the sole negligence of the requested party, the requested party shall defend, indemnify and hold harmless the requesting party, and the requesting party's appointed and elected officers and employees from and against any and all liabilities, losses, costs, damages and expenses, including costs and attorney's fees in defense thereof, because of actions, claims or lawsuits for damages for personal or bodily injury, including death at any time resulting therefrom, sustained or

alleged to have been sustained by any person or persons, and on account of damage to the environment or to property, including loss thereof, asserted or arising or alleged to have arisen directly or indirectly out to the requested party's sole negligence.

This agreement to indemnify expressly includes claims that would be barred by the State of Washington Workmen's Compensation Act (RCW Title 51) if brought directly by the claimant against the indemnitor. The parties acknowledge that this indemnification provision has been specifically negotiated.

No liability shall attach to the parties to the agreement by reason of entering into the agreement except as expressly provided therein.

VII

INSURANCE

Each party to this agreement shall obtain and keep in force during the full term of this Agreement the following insurance coverages:

a. Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all employees who perform under this Agreement

b. Commercial General Liability Coverage including Bodily Injury/Property Damage, Personal Injury/Advertising Injury, Products and Completed Operations, Contractual Liability, Premises and Operations, Independent Contractors, and Stop Gap Liability for minimum limits of:

General Aggregate	$1,000,000
Products Completed Aggregate	$1,000,000
Each Occurrence	$1,000,000

Each party's directors, officers, employees, agents, and volunteers shall be specifically named as an Additional Insured.

c. Automobile Liability, including all owned,

non-owned, and hired vehicles	$1,000,000
Each Occurrence	$1,000,000

Each party's directors, officers, employees, agents, and volunteers, shall be specifically named as an Additional Insured.

VIII

SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions for the Agreement shall remain in full force and effect.

IX

NONDELEGATION/ASSIGNMENT

No party may delegate the performance of any contractual obligation to a third party unless mutually agreed to in writing by the other parties hereto. No party may assign this agreement without the written consent of the other parties to this agreement.

X

PARTIES ADDED TO THE AGREEMENT

Parties may be added to this agreement in the future by written request and with the mutual consent and agreement of the parties executed into the agreement.

XI

TERMINATION OF AGREEMENT

The term of this Agreement is indefinite. However, each party reserves the right to withdraw from this agreement at any time by giving thirty (30) days' written notice to the other parties.

XII

NOTICE

Any notice or communication that either party desires or is required to give to the other party shall be in writing and served personally or by first class mail to the other party at the address set forth below:

City
City Clerk
City of Sequim
152 West Cedar Street
Sequim WA 98382

NOLS
Library Director
North Olympic Library System
2210 South Peabody Street
Port Angeles WA 98362

DATED this 10th day of December, 2014.

CITY OF SEQUIM

By _____
Steven C. Burkett, City Manager

Attest:

By _____
Karen Kuznek-Reese, MMC
City Clerk

Approved as to Form:

By _____ 12/10/2014
Craig A. Ritchie, City Attorney

NORTH OLYMPIC LIBRARY SYSTEM

By _____
Margaret Jakubcin, Library Director

Attest:

By _____
JAIME L HAGAR, HR Manager

Approved as to Form:

By _____