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County #811-15-04

INTERAGENCY AGREEMENT BETWEEN

the

CITY OF SEQUIM and CLALLAM COUNTY

RELATING to

USE of SEQUIM POLICE DEPARTMENT for SHERIFF'S OFFICE BUSINESS

THIS AGREEMENT, made pursuant to RCW 39.34, and the authority set forth in RCW 10.93, is entered into this 18th day of May, 2015, by and between the City of Sequim, a municipal corporation of the State of Washington (hereinafter referred to as "City") and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County").

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the City of Sequim will provide resources to the Clallam County Sheriff's Office so that it may continue to utilize space inside and outside the Sequim Police Department for law enforcement purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

SCOPE OF WORK
The City of Sequim agrees to lease approximately 700 square feet of office space currently located at 152 W. Cedar Street, Sequim, WA, and will make space available to the County as specified in this agreement.

The space allotment and configuration of the office areas will remain as they are at the time this agreement is entered into (which includes a minimum of three (3) work stations for County Deputies, and one (1) workstation for County Supervisors, unless both parties produce an addendum specifying specific changes. The existing space provides for sharing by both agencies in all common areas except the Administrative Officer's offices (Chief, Lt. or Deputy Chief, and Executive Assistant), and the evidence room.

The County will have access to the facility at all times, however, the City reserves the right to change or modify the security processes of the facility as it deems necessary and appropriate.

The parking spaces provided in the secure parking lot are to be shared by both parties.

The City agrees to allow the County to have full use of general office equipment, such as the photocopier, scanner and fax machine, as well as telephone services. The County agrees to reimburse the City for its share of the costs of use of said equipment.

County employees will abide by City rules and the direction of the Chief of Police regarding posting of materials on bulletin boards, walls, and in cubicles or other shared areas of the agency (the City Manager

and Chief of Police are in charge of setting building rules for the Civic Center and Police Station respectively). Use of the City of Sequim Information Technology network is not part of this agreement and its use by County employees is strictly prohibited without prior authorization.

The county agrees to reimburse the City the amount of $1,100 per month for the Scope of Work defined in this agreement.

INDEMNIFICATION
The parties will mutually defend, indemnify, and hold harmless the other party, its officers, employees, and agents from and against any and all costs, claims, demands, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the other party, its officers or employees in performing this agreement.

INSURANCE
The parties will maintain insurance for coverage of any actions and liability arising out of activities taking place pursuant to this agreement. The City will provide proof that the County, its appointed and elected officials, agents and employees, are specifically named as additional insureds in a policy with the same company that insures the City or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48. The General Aggregate Limit shall be $1,000,000. The County is a self-insured entity. The County shall provide the City with a Certificate of Liability Insurance showing the City as additional insured.

DURATION
This agreement will be in effect May 18, 2015, and continue in effect indefinitely until modified or terminated by the parties.

CONTACT PERSONS
The City and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the City contact person will be the Sequim Chief of Police. The County contact person will be the Sheriff's Office Chief Civil Deputy.

COMPENSATION
The county has budgeted funds to reimburse the City for the costs outlined in this agreement. The County agrees to generate an automatic quarterly payment to the City for the full amount owed for three month's rental. This payment will be made no later than twenty days past the last working day of the quarter.

AGREEMENT ALTERATIONS AND AMENDEMENTS
The City and the County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the City and the County.

TERMINATION
Except, as otherwise provided for in this Agreement, either party may terminate this Agreement upon a thirty (30) day written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination. In the event of termination, the parties agree that any property acquired in connection with this agreement shall remain the property of the party who purchased the property.

DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, it shall be determined in the following manner: The City shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The City and the County will jointly appoint a member to the Dispute Board. In the event the City and County are not able to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SEVERABILITY

If any provision of this Agreement or any provision of any law, rule, or document incorporated by reference into this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

COMPLETE EXPRESSION

This Agreement, and any written attachments or amendments hereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, the City of Sequim and Clallam County have signed this Agreement as of the date and year written below.

Steven C. Burkett
Sequim City Manager

5-27-15
Date

W.L. Benedict, Sheriff
Clallam County Sheriff's Office

5-12-15
Date

Candace Pratt, Mayor
City of Sequim

5-29-15
Date

Jim McEntire, Chair
Clallam County Board of Commissioners

19 May 2015
Date

Approved as to Form:

5/27/2015
Craig Ritchie, Sequim City Attorney

Approved as to Form:

Mark Nichols, Prosecuting Attorney