FILED FOR RECORD AT THE REQUEST OF P.A.City

2005 AUG 24 Ail 8:47

Filed at the Request of:

City of Port Angeles
City Clerk's Office
P. O. Box 1150
Port Angeles, WA 98362

(15)

2005 1163466 Clallam County

Interlocal Agreement

City Clerk File No.: 5660

Agreement between the City of Port Angeles and Sequim School District, City of Forks, Hurricane Ridge Public Development Authority, Quillayute Valley School District, City of Sequim, Port Angeles School District, Clallam County Public Works, Clallam Transit & Port of Port Angeles

Purpose: Cooperation by furnishing each other labor, equipment & materials when available on a reimbursable basis for construction & maintenance activities

Dated: 6/28/05 11/4/03

MULTI-AGENCY RECIPROCAL MAINTENANCE AGREEMENT

This agreement is made and entered into by and between the parties who have signed hereupon.

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 the 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 the 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 the agreement to permit the parties to cooperate to make the most efficient use of their resources by furnishing each other labor, equipment, and materials when available on a reimbursable basis for construction and maintenance activities. This will be done with the understanding that the work of the owner of the requested resources takes first priority.

II
REQUEST FOR SERVICES

Each request for service shall be in writing, addressed to each agencies chief executive officer and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work and other information pertinent to the request, and which party is to obtain any required permits and comply with all applicable legal requirements. Upon receipt of the request, the party that has been requested to supply the service shall indicate their acceptance or rejection of the request, have it signed by their authorized official and return one copy to the requesting party. In cases of emergency, the request and approval may be done verbally but must be documented in writing as soon thereafter as practical.

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. Partial payments shall be made by the party receiving services upon request of the providing party to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item.

The maximum amount payable for work performed under this agreement is fifty thousand dollars ($50,000) 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
CARE AND MAINTENANCE OF EQUIPMENT

The parties agree that any time a request is made for the use of equipment, the requesting party shall be responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the owner. Repair of any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged.

VI
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.

VII
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 of 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 this agreement except as expressly provided herein.

VIII
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.

IX
SEVERABILITY

Should any provision of this Agreement or the applications 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 of the Agreement shall remain in full force and effect.

X
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.

XI
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.

IX
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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written on the attached signature pages.

CITY OF PORT ANGELES
hereby enters this Agreement this 4th day of Dec. 2003.

By Michael Smith

Title City Manager

By _____

Title _____

ATTEST:

Becky J. Upton City Clerk

Attorney for City of Port Angeles

~~Print Name~~

CITY OF PORT ANGELES SEAL WASHINGTON

SEQUIM SCHOOL DISTRICT
hereby enters this Agreement this 3 day of Nov. 2003.

By _____

Title Superintendent

By _____

Title _____

ATTEST:

_____

Rockie Hansen
Rockie Hansen, P.L.L.C. Attorney for Sequim School District
Print Name

CITY OF FORKS
hereby enters this Agreement this 26 day of August 2003.

By Fedra T. Lee
Title Mayor

By R. D. [illegible]
Title Clerk-Treasurer

ATTEST:

William R. Flock
Print Name Attorney for City of Forks

HURRICANE RIDGE PUBLIC DEVELOPMENT AUTHORITY
hereby enters this Agreement this 14th day of June 2002.

By _____

Title Pres.

By _____

Title General Manager

ATTEST:

_____

Stephen F. Olin — Attorney for Hurricane Ridge Public Development Authority
Print Name

QUILLAYUTTE VALLEY SCHOOL DISTRICT
hereby enters this Agreement this 23RD day of JULY 2002.

By Francis X. Walter

Title Superintendent

By [signature]

Title BUSINESS MANAGER

ATTEST:

_____

_____ Attorney for Quillayutte Valley School District
Print Name

CITY OF SEQUIM
hereby enters this Agreement this 12th day of August 2002.

By A. E. Elliott

Title City Manager

By Walter E. Schubert

Title Mayor

ATTEST:

C. A. Ritchie

Craig A. Ritchie WSBA 4818 Attorney for City of Sequim
Print Name

PORT ANGELES SCHOOL DISTRICT 121
hereby enters this Agreement this 18 day of June 2002.

By _____
Title Superintendent

By _____
Title Director of Finance



ATTEST:

Randalyn J. Novick

Randalyn J. Novick Norway ~~Attorney~~ for Port Angeles School District 121
Print Name

LS

CLALLAM COUNTY PUBLIC WORKS DEPARTMENT
hereby enters this Agreement this 18 day of JUNE 2003

By _____

Title Director of Public Works

By _____

Title _____

ATTEST:

_____

_____ Attorney for Clallam County
Public Works Dept.
Print Name TAD RIPLEY

CLALLAM TRANSIT SYSTEM
hereby enters this Agreement this 15th day of July 2002.

By Daniel A. DeTullio

Title General Manager

By_____

Title_____

ATTEST:

Craig L. Miller Attorney for Clallam Transit System
Print Name

PORT OF PORT ANGELES
hereby enters this Agreement this 19 day of JUNE 2002.

By Clyde Bradley
Title Executive Director

By _____

Title _____

ATTEST:

_____

Stephen E. Oliver Attorney for Port of Port Angeles
Print Name

503-03-005 ah
09/06/05

ORIGINAL

MULTI-AGENCY RECIPROCAL MAINTENANCE AGREEMENT

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

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

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Each Occurrence	$1,000,000

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written on the attached signature pages.

CLALLAM COUNTY PUBLIC WORKS DEPARTMENT
hereby enters this Agreement this 18 day of JUNE 200 3

By _____

Title Director of Public Works

By _____
Michael C. Chapman

Title Chair of the Board of
Clallam County Commissioners

ATTEST:

Trish Perrott

_____ Attorney for Clallam County
Public Works Dept.

Print Name TAD RIPLEY

CITY OF SEQUIM
hereby enters this Agreement this 6th day of August 2002.

By _____

Title City Manager

By _____

Title Mayor

ATTEST:

_____

Craig A. Ritchie WSBA 4818 Attorney for City of Sequim
Print Name

503-03-005

ORIGINAL

RECEIVED JUN 17 2005

COPY

BY

REQUEST FOR SERVICE

Between the CITY OF SEQUIM and CLALLAM COUNTY

Pursuant to the terms of the MULTI-AGENCY RECIPROCAL MAINTENANCE AGREEMENT between Clallam County and the City of Sequim (as well as other agencies not part of this Request for Service), which agreement was entered into by Clallam County on June 18, 2003 and by the City of Sequim on 6-6-05, the undersigned hereby mutually request the following services:

Snow Plowing, Sanding, and Roadside Mowing more particularly described as follows:

Clallam County requests the City of Sequim to plow, sand, and mow certain County Roads and, reciprocally, the City of Sequim requests Clallam County to plow, sand, and mow certain City Streets. The roads and streets are identified on the attached map (Exhibit 1), which may be changed by mutual agreement at any time during the term of this Request for Service. Exhibit 1 is intended as a guide for the City and County to plan such work but, more importantly, the City and the County expect to communicate face to face at the director/supervisor/foreman level, or by phone, email, or other suitable means on an as-needed basis to determine specific needs.

The City and County agree to plow, sand, and mow the other's roads and streets to the same standard as they utilize on their own roads and streets unless agreed otherwise. Both the City and the County will inspect their roads and streets periodically to assure that the work is satisfactory.

Pursuant to Section III, paragraph 3 of the Multi-Agency Reciprocal Maintenance Agreement, it is intended that the costs on City Streets incurred by the County and the cost on County Roads incurred by the City will be approximately equivalent and that no reimbursement will be needed by either party.

Either party may terminate this Request for Service by giving thirty (30) days' written notice to the other party; otherwise the term of this Request for Service will match the term of the Multi -Agency Reciprocal Maintenance Agreement.

City of Sequim	Clallam County
Name of Authorizing Agent	Name of Authorizing Agent
JAMES E. BAY	CRAIG A JACOBS
Print Name	Print Name
DIRECTOR OF PUBLIC WORKS	Public Works Director
Title	Title
June 06-05	JUNE 14, 2005
Date	Date
360-683-4908	360-417-2441
Phone Number	Phone Number
360 681 0552	360-417-2395
Fax Number	Fax Number
Walter E. Schubert, Mayor City of Sequim	Daniel J. Engelbertson Clallam County Administrator