

AGREEMENT

This Agreement made and entered into this ~~15th~~ ^{4th} day of ~~July~~ ^{August} 2014, by Grays Harbor County, a political subdivision of the State of Washington, hereinafter referred to as "County", and the City of Westport, hereinafter referred to as "City."

WHEREAS, this Agreement is authorized under Chapter 39.34 RCW authorizing the County to furnish those public works resources and services requested by the City that the County agrees to perform;

WHEREAS, it is necessary and desirable that this Agreement be executed for the performance of various public works projects, with the intent to supplement, not supplant City personnel.

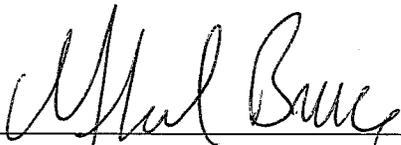
NOW, THEREFORE, it is hereby agreed by each party to this Agreement as follows:

1. The City requests that the County perform various public works projects at a time and in a manner convenient to the County. The City further requests that work be completed no later than June 30, 2019, provided that this Agreement may be terminated either upon written agreement by both parties at any time or upon either party's providing thirty (30) days written notice of termination to the other. This Agreement shall take effect upon signature of both parties. The City hereby guarantees reimbursement to the County for all work completed as requested by the City. The County agrees to furnish necessary personnel, equipment, or materials requested by the City to complete applicable projects.
2. It is hereby understood that the County will be reimbursed by the City for all labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment, at its adopted and usual customary rates. The County shall submit a certified itemized voucher of costs to the City within thirty (30) days after completion of work. Unless otherwise agreed, the City shall pay the submitted voucher amount in full to the County within thirty (30) days of receipt.
3. The County shall have no responsibilities or incur any liabilities because it does not provide resources and/or services to the City. The County shall retain the right to withdraw some or all of its resources at any time. Notice of intention to withdraw shall be communicated to the City as soon as practicable.
4. All privileges, immunities, rights, duties and benefits of officers and employees of the County shall apply while those officers and employees are performing functions and duties on behalf of the City, unless otherwise provided by law. Employees of the County remain employees of the County while performing functions and duties on behalf of the City.
5. Each party hereunder assumes liability for all acts, errors or omissions by its own officers, officials, and employees of whatever kind and nature from whatever cause, arising out of or connected with the performance of this Agreement, and shall indemnify and hold the other party and its officers, officials and employees harmless from any such liability, claim, or cause of action, including financial amounts arising out of the performance of this Agreement by that party's officers, officials, and employees. The duty created under this section shall include the duty to assume the defense of any claim arising from a party's activities under this Agreement. This responsibility shall include indemnifying the other party for any and all monies it may reasonably and necessarily expend in defending any such claim or for resolving such claim. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, their officers, officials, employees, and volunteers, then each party's liability hereunder shall be only to the extent of the party's negligence. It is further understood and agreed that the indemnification provided herein specifically includes each party's express waiver of immunity under The Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver of immunity has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
6. It is understood and agreed that this Agreement cannot be assigned, transferred, or any portion subcontracted hereunder by the County without the prior written permission of the City. This Agreement is for the benefit of the County and City only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.

7. The County, in the performance of work under this contract, shall abide by the provisions of RCW 35.77.020, .030 & .040, RCW 39.34 & RCW 36.75.20, as applicable, and WAC 136.32 (RCW 35.77.020 requires adoption of this agreement by Resolution of the Board of County Commissioners in the case of work on city streets.)
8. In the event that any provision of this Agreement is declared invalid or illegal, such declaration shall in no way affect or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON

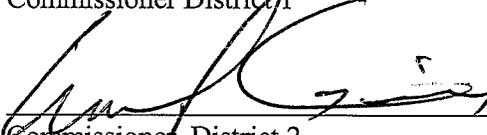


For City /City Requesting Services



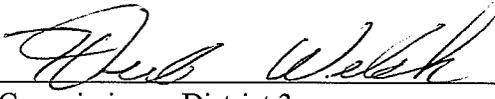
Commissioner District 1

Accepted & Approved this 15th day
July, 2014.



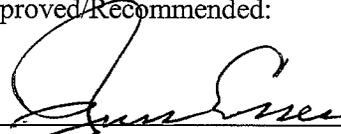
Commissioner, District 2

ATTEST: Margo R Jackett
City Clerk (When Applicable)



Commissioner, District 3

ATTEST: Donna McCallum
Clerk of the Board

Approved/Recommended:


County Engineer

NOTE: All requests shall be made in writing to the Department of Public Services, 100 West Broadway, Suite 31, Montesano, WA. 98563