

INTERLOCAL AGREEMENT BETWEEN GRAYS HARBOR COUNTY AND PACIFIC COUNTY FOR SNOW REMOVAL

This Agreement is made and entered into by Grays Harbor County, a political subdivision of the State of Washington, hereinafter referred to as "Grays Harbor County," and Pacific County, a political subdivision of the State of Washington, hereinafter referred to as "Pacific County."

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

WHEREAS, it is necessary and desirable that this Agreement be executed for the performance of snow removal by means of a snow plow and sand distribution on the public roadway known as "North River Road" in Pacific County, Washington on behalf of Pacific County, with the intent to supplement, not supplant Pacific County personnel.

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

1. Pacific County requests that Grays Harbor County perform snow plowing and sanding tasks on Pacific County's portion of the "North River Road" at a time and in a manner convenient to Grays Harbor County. The parties hereby agree that the location of said work is identified on the attached Exhibit A map and is made a part herein. Grays Harbor County agrees to furnish personnel, equipment, or materials requested by Pacific County to perform said tasks.
2. It is hereby understood that Grays Harbor County will be reimbursed by Pacific County for all labor, equipment, materials, and other related expenses as applicable at the rates shown on Exhibit B attached hereto and made a part hereof which is in accordance with Grays Harbor County adoption of FEMA's schedule of Equipment rates by Resolution. It is hereby agreed upon at the execution date of this Agreement that the rates are subject to the current "Grays Harbor County Resolution No. 2018-006" and "Grays Harbor County Resolution No. 2018-086" which is attached hereto and made a part hereof until such time that a new resolution is adopted. Grays Harbor County further agrees to provide Pacific County with a copy of new relevant Resolutions as they become available.

Pacific County agrees to reimburse Grays Harbor County for any loss or damage to equipment suffered while being used for the purposes herein, except where such loss or damage is caused by any acts or omissions, whether negligent, willful, or reckless of Grays Harbor officers, employees, or volunteers. Grays Harbor County agrees to send notice of work performed when practical, but at the least within twenty-four (24) hours, to Pacific County Public Works, each time said work has been performed. Grays Harbor County shall submit an itemized voucher of costs to Pacific County within sixty (60) days following the completion of work. Unless otherwise agreed, Pacific County shall pay the submitted voucher amount in full to Grays Harbor County within thirty (30) days of receipt. Exhibit B rates will be reviewed by the parties and amended as needed to reflect changes in the market prices of sand material. If changes to the rates are not agreeable, either party may hereby proceed with early termination of this Agreement, and/or Grays Harbor County may cease to perform said tasks herein at its sole discretion.

3. This Agreement shall take effect upon the execution of this Agreement by both parties. Pacific County desires, and Grays Harbor County is willing to perform, the tasks identified herein to the location shown on the attached Exhibit A map or by written notice and request by Pacific County authorized personnel. Furthermore, the parties agree that the tasks herein will be completed no later than April

1 of each year within the term of this Agreement. The parties agree that the term of this Agreement in its entirety will cease and expire on or by October 1, 2028.

4. Grays Harbor County shall have no responsibilities or incur any liabilities for failure to provide resources and/or services to Pacific County. Grays Harbor County shall retain the right to withdraw some or all of its resources at any time at its sole discretion. Grays Harbor County agrees to provide snow plowing services, sand and sanding services on North River Road in Pacific County commencing at the Grays Harbor – Pacific County line as shown on Exhibit A and along the road to the termination point set forth in Exhibit A. Grays Harbor County will sand North River Road in Pacific County only to the point where the equipment administering the sand runs out of the initial supply held by the equipment when the sanding on North River Road in Pacific County commenced. The parties agree that there will be no additional trips made to refill the sanding equipment or continued distribution of sand for any remaining non-sanded segment of said roadway. Notice of intention to withdraw shall be communicated to Pacific County as soon as practicable. Pacific County specifically waives any limitation on the amount of time required to complete tasks set forth herein and agrees to pay overtime rates as needed to complete the tasks.
5. All privileges, immunities, rights, duties, and benefits of officers and employees of Grays Harbor County shall apply while those officers and employees are performing functions and duties on behalf of Pacific County, unless otherwise provided by law. Employees of Grays Harbor County remain employees of Grays Harbor County while performing functions and duties on behalf of Pacific County.
6. Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the Indemnifying party's acts, omissions, or performance under this Agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this Agreement, the parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
7. It is understood and agreed that this Agreement cannot be assigned, transferred, or any portion subcontracted hereunder by Grays Harbor County without the prior written permission of Pacific County. This Agreement is for the benefit of Grays harbor County and Pacific County only and no other person or entity shall have any rights whatsoever under this Agreement as a third-party beneficiary.
8. Each party may terminate this Agreement for any reason on thirty (30) Business Days' written notice to the other party. Each party may terminate this Agreement with immediate effect by delivering notice of the termination to the other party.
9. Grays Harbor County, in the performance of work under this Agreement, shall abide by the provisions of RCW 39.34 and RCW 36.75.020, as applicable.
10. 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 have executed this Agreement as of the date last signed below.

ATTEST:

Amanda Bennett, Clerk of the Board

Date _____

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chair

David Tobin, District 2

Jerry Doyle, District 3

ATTEST:

Wendy Chatham, Clerk of the Board

Date _____

**GRAYS HARBOR COUNT
BOARD OF COUNTY COMMISSIONERS**

Jill Warne, Chair

Kevin Pine, District 2

Vickie Raines, District 3

EXHIBIT "A"

Grays Harbor/Pacific County NORTH RIVER ROAD

1 inch = 3,000 feet

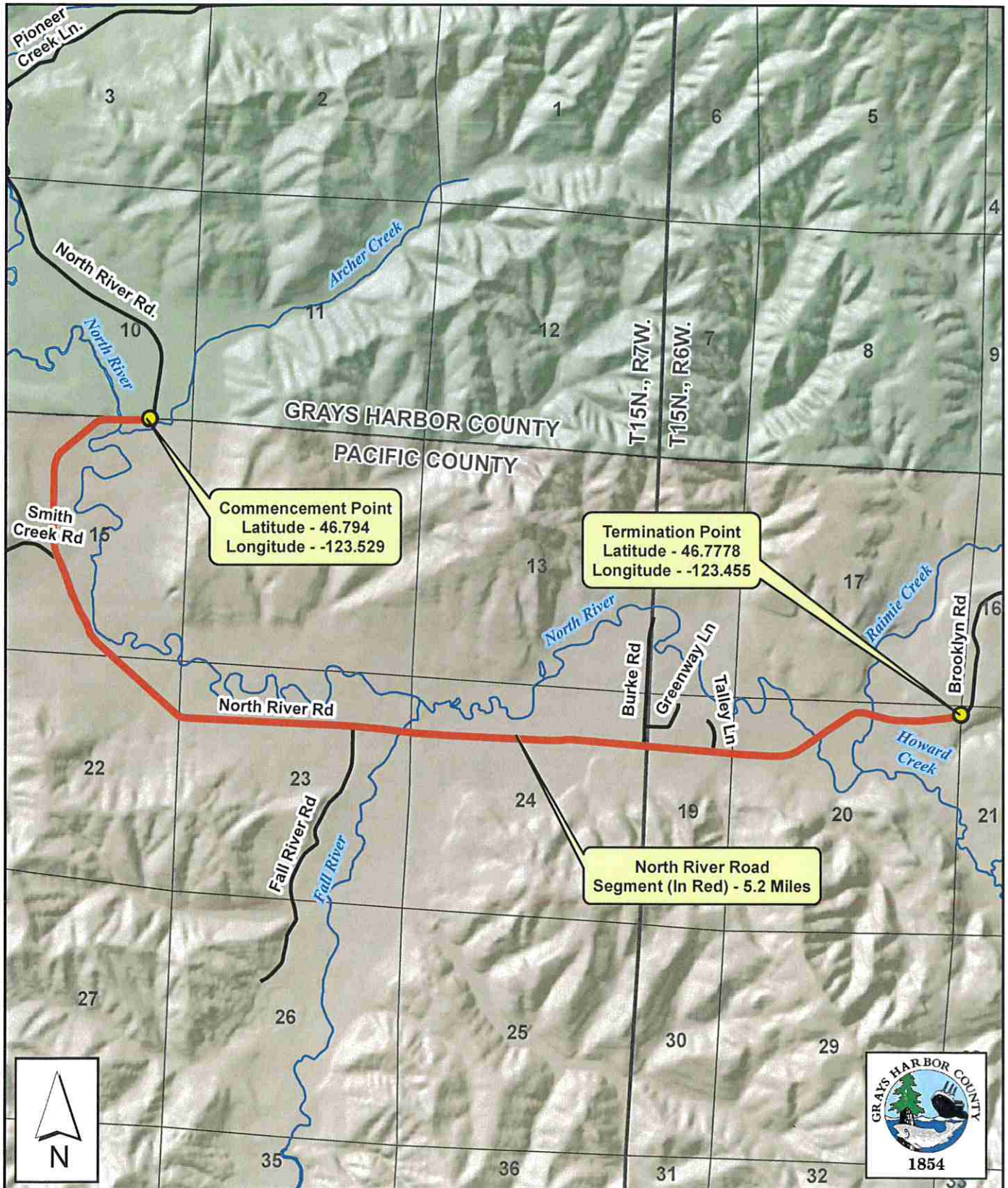


EXHIBIT B: RATES

Dump truck with snowplow attachment

- Hourly rates are in accordance with Grays Harbor County Resolution No. 2018-006 – Adoption of FEMA’s schedule of Equipment rates and Grays Harbor Resolution No. 2018-086, upon effective date.
- Subsequent Grays Harbor County Resolutions adoption of FEMA’s schedule of Equipment rates will apply.

Operator

- Variable rates
- Timecard substantiation – invoiced at actual cost.
- Standard overtime rates apply.

Dump truck with sand spreader

- Hourly rates are in accordance with Grays Harbor County Resolution No. 2018-006– Adoption of FEMA’s schedule of Equipment rates and Grays Harbor County Resolution No. 2018-086.
- Subsequent Grays Harbor County Resolutions adoption of FEMA’s schedule of Equipment rates will apply.

Operator

- Variable rates
- Time card substantiation – invoiced at actual cost
- Standard overtime rates apply.

Sand

Stockpiled at Grays Harbor County, Area 2, Cosmopolis Road Shop

- Billed at current market rates.
- Price subject to change as new supply is purchased.
- Changes to price will be communicated as they occur.