

#C - 51-2013

ROAD WORK REIMBURSABLE AGREEMENT

This Agreement, made and entered into this 29th day of November, 2012, by and between the City of Colville, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "CITY" and Stevens County, Washington, hereinafter referred to as the "COUNTY". Collectively hereinafter referred to as the "PARTIES".

WHEREAS, the CITY and the COUNTY may not have available sufficient and adequate equipment, facilities, or personnel to do certain work, namely any, or all work as requested for a period of five (5) years on roads, streets, and any or all other of their respective properties; and

WHEREAS, the CITY and the COUNTY may have available the necessary equipment, facilities and personnel to perform such work and in consideration of the mutual covenants and agreements herein contained and pursuant to the Laws of the State of Washington.

WITNESSETH: It is hereby covenanted and agreed as follows:

1. For each project or routine road work performed under this contract, the PARTIES will make written application on forms supplied by the other party. The PARTIES reserve the right to approve or deny each application on an individual basis.
2. If approved, the PARTIES will perform all work as requested to the same standards as provided by the similar type work of its own.
3. The PARTIES shall provide the necessary engineering, administrative and clerical services necessary for the execution of the project or work, if requested, and in providing such services, the PARTIES may exercise all the powers and perform all the duties vested by law in the other party's jurisdiction.
4. The PARTIES hereby agree to reimburse each other for the costs of the work performed, based on the actual cost of labor and fringe benefits, equipment rental, engineering, and materials used in the construction or maintenance work involved. In addition thereto, five (5) percent of the total costs shall be added for overhead costs for accounting, billing and administrative services; provided, that the PARTIES shall submit a statement of the costs and within thirty (30) days thereafter the PARTIES shall pay the amount of said statement.
5. Each PARTY to this agreement shall, to the extent permitted by law, indemnify and hold the other harmless for any and all claims, demands, injuries, damages, losses or causes of action of any nature, including attorney's fees, arising out of its own acts or omissions and those of its agents or employees in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those not a party to this Agreement.
6. It is understood and agreed between the PARTIES that this contract cannot be assigned, transferred or any portion subcontracted hereunder by either party without the prior written permission of the other party.

7. The PARTIES, in the performance of work under this contract shall abide by the provisions of RCW 35.77.020 and 040 and/or RCW 39.34 whichever is applicable and WAC 136-32.
8. This Agreement shall supersede any existing Agreement between the PARTIES heretofore mentioned.

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

CITY OF COLVILLE

Deborah Rarrick
 Mayor Deborah Rarrick

Attest: Holly Pannell
 Holly Pannell, CMC, PFO, City Clerk
 Human Resources Manager

Approved as to form and content:

Jean M. Cran
 McGrane & Schuerman, City Attorney

STEVENS COUNTY

Larry Guenther
 Larry Guenther

ABSENT
Don Dashiell

Malcolm Friedman
 Malcolm Friedman 11/27/12

Attest: Lois Haag for
 Polly Coleman, Clerk of the Board