

101-10-037

 ORIGINAL

2e
08/24/10

INTERAGENCY AGREEMENT BETWEEN CLALLAM COUNTY AND THE CITY OF SEQUIM FOR STREET CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into by and between Clallam County, hereinafter known as “the County”, and the City of Sequim, hereinafter known as “the City” design and construct a roadway between Washington and Grant Streets on the eastern side of the Clallam County road shop in Sequim, along with the associated utilities serving the County shop.

RECITALS

- A. The City of Sequim has a need for a new city street linking Grant Street with W. Washington Street adjacent to the County Shop in Sequim.
- B. The City of Sequim also desires resurfacing work on a portion of River Road (Exhibit A.)
- C. Clallam County has available staff and equipment to design and construct the street between Grant and W. Washington, and can add the City surfacing work as a bid alternative to other surfacing work that the County will be performing later this year.
- D. Clallam County has previously provided an easement for the new street (Exhibit B.) This easement expired in 2009.
- E. Clallam County’s shop in Sequim has a need for a connection to the city sewer system.
- F. This Agreement establishes the respective roles and responsibilities of the County and the City in designing and constructing the street, as well as construction of the sewer connection.
- G. All of the terms and conditions of this agreement are consistent with adopted policies of Clallam County and the City of Sequim.
- H. The parties are authorized by the Washington State Interlocal Cooperation Act, RCW 39.34, to enter into an interagency agreement of this nature.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. County Responsibilities:

A PERMANENT 

- A. The County agrees to renew and revise an easement to the City on County property as necessary to the centerline of the proposed street and to accommodate any necessary utility or irrigation facility relocations at no expense to the City.
- B. The County will undertake the design and cost estimate of the proposed street, and associated sidewalks or appurtenances, including the relocation of any utility or irrigation facilities, in general conformity to the preliminary plans shown in Exhibit C. This design

will conform to standards to be provided by the City, and the design and cost estimate will be subject to City review and approval.

- C. The County will construct and/or contract for the construction of the street, sidewalks, and associated appurtenances in accordance with the plans approved by the City.
- D. The County will conduct all work needed for relocation of utility or irrigation facilities, including the installation of a sewer line to serve the County shop in Sequim.
- E. The County will add the surfacing work on River Road desired by the City of Sequim to a surfacing contract that the County will be bidding later this year.

2. City Responsibilities:

- A. The City will negotiate with property owner(s) to obtain an easement necessary for the eastern portion of the proposed street.
- B. The City will be responsible for obtaining any necessary permits or regulatory authorizations necessary for the project.
- C. In an estimated amount agreed upon by the City of Sequim Public Works Director and Clallam County Director of Public Works Administration, the City will reimburse the County for all direct costs incurred in the design and construction of the new street. These costs include staff time and overhead, equipment rental, contract costs, and other direct costs associated with the design and construction of the road, sidewalks, and appurtenances, and the costs of relocation of utility and irrigation facilities, including the installation of the sewer service to the County shop.
- D. The City will allow for sewer service to the County shop and exempt or waive the usual City fees for connection in exchange for the donation of a County easement for the project.
- E. The City will review bid results for the resurfacing work on River Road and either accept or reject the bid for this work in a timely fashion.
- F. If the City chooses to proceed with the River Road resurfacing work, the City will be responsible for inspection, project management, and acceptance of the work. The City will also be responsible for all costs of construction, including surveying, traffic control and testing for the surfacing work. At the City's option County staff may perform any of the work outlined in this section at City expense.

3. Duration

- A. This agreement shall be in effect for a period of two years from the date agreement is signed by both parties, unless terminated earlier by either party pursuant to section 3.C below.
- B. This agreement may be extended for up to one additional year by written agreement between the parties.

C. This agreement may be terminated by either party by giving ten (10) days notice to the other. The City agrees to reimburse the County for all direct expenses incurred up to such date of termination.

4. Amendment

This agreement may be amended at any time by mutual written agreement signed by both parties.

5. Indemnification

a. The City of Sequim shall indemnify and hold harmless Clallam County and its officers, agents, and employees, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City of Sequim, its officers, agents, and employees in performing services pursuant to this agreement.

b. Clallam County shall indemnify and hold harmless the City of Sequim and its officers, agents, and employees, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Clallam County, its officers, agents, and employees in performing services pursuant to this agreement.

APPROVALS

Approved this 31 day of August, 2010.

For City of Sequim:

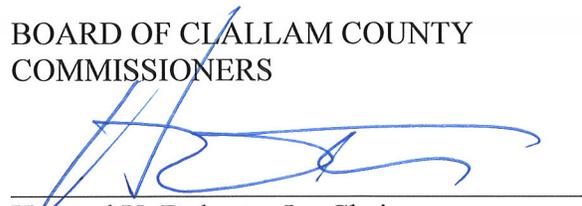
For Clallam County

City Manager

BOARD OF CLALLAM COUNTY
COMMISSIONERS



Steven C. Burkett



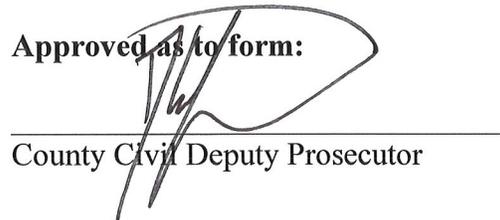
Howard V. Doherty, Jr., Chair

Approved as to form:

Approved as to form:



City Attorney



County Civil Deputy Prosecutor



N.T.S.

W. WASHINGTON

W. WASHINGTON

PRIMARY PAVEMENT REPAIR AREAS ARE ADJACENT TO THE CENTERLINE IN THE SOUTHBOUND LANE. THEY BEGIN IN THE VICINITY OF THE TRAFFIC CIRCLE AND END NEAR THE GRANT ROAD INTERSECTION. PRIOR TO THE COMMENCEMENT OF WORK, THE ENGINEER WILL DELINEATE ALL REPAIRS WITH PAINT. ADDITIONAL AREAS MAY BE ADDED AT THE DISCRETION OF THE ENGINEER.

APPROXIMATE NORTHERN PAVING LIMITS NEAR END OF TRAFFIC CIRCLE.

EXISTING HMA SHALL BE BE PLANED ADJACENT TO ALL GUTTER EDGES. SEE DETAIL, NEXT SHEET.

PAVING AREA IS APPROXIMATELY 700' LONG

SOUTHERN PAVING LIMITS @ WSDOT R/W LINE.

GRANT ROAD

RIGHT OF WAY LINE SHOWN IS APPROXIMATE.

CITY OF SEQUIM

WSDOT

RIVER ROAD

SR 101

CITY OF SEQUIM
RIVER ROAD HMA OVERLAY

101-06-058

2f
08/15/06

WHEN RECORDED RETURN TO

Name CITY OF SEQUIM

Address 152 West Cedar Street

City, State, Zip Sequim, WA 98382

Easement

The Grantor, **CLALLAM COUNTY, A POLITICAL SUBDIVISION**, conveys to the City of Sequim, a perpetual easement for a public street described below and situated in the City of Sequim, County of Clallam State of Washington, for and in consideration of the items contained in a separate legal document called the Easement Agreement attached as exhibit "A".

**LEGAL DESCRIPTION
NO NAME ROAD EASEMENT
FOR CITY OF SEQUIM**

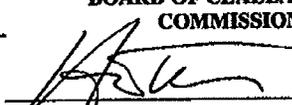
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 101, ALSO KNOWN AS WASHINGTON STREET, DESCRIBED AS FOLLOWS:

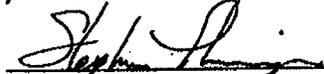
BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 02° 00' 28" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 347.95 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY; THENCE SOUTH 80° 04' 53" WEST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 13.79 FEET;
THENCE SOUTH 01° 33' 10" WEST, A DISTANCE OF 345.13 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88° 03' 26" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 10.75 FEET TO THE POINT OF BEGINNING.

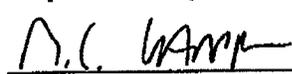
Assessor's Parcel No.: 0430243100500000

Date August 15 2006

**BOARD OF CLALLAM COUNTY
COMMISSIONERS**


Howard V. Doherty, Jr., Chair


Stephen P. Tharinger


Michael C. Chapman

*Trish Holden, CUC
Clerk of the Board*

UNOFFICIAL

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this 15th day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Howard V. Doherty, Jr., Stephen P. Tharinger and Michael C. Chapman to me known to be the Clallam County Commissioners, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Patricia S. Holden
Notary Public in and for the State of Washington,
residing at Port Angeles.

Unofficial Copy

WHEN RECORDED RETURN TO

Name CITY OF SEQUIM

Address 152 West Cedar Street

City, State, Zip Sequim, WA 98382

EASEMENT AGREEMENT EXHIBIT "A"

CLALLAM COUNTY

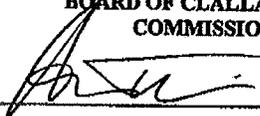
This is the Easement Agreement between the CITY OF SEQUIM and Clallam County, Washington. It is the referenced "Easement Agreement" in the Easement for a portion of Assessor's Parcel No. 043024310050000 between the above mention parties dated this 12th day of Aug, 2006. This document is to be recorded along with the easement.

1. The City of Sequim at their own expense and no cost to the County, will move the irrigation ditch and pipe the irrigation ditch to the east side of the road, locating the irrigation ditch under the sidewalk area.
2. The City of Sequim will install at no cost to the County, street lights and the City will be responsible for the maintenance of the City street lights.
3. The City of Sequim, at they're own expense with no cost to the County, will install a 1" water meter, meter box, back flow valve, provide inspection of same and a sufficiently sized sewer stub, back flow valve and provide inspection for a future sewer and water hook-up to the County facility. The sewer stub and water meter shall be located in the South side Western Way Right of Way, northerly of the existing property and the city will waive any connect, facility or hookup fees.
4. The City of Sequim, at their own expense with no cost to the County, will install and maintain a storm water treatment system for the newly constructed road which will include but is not limited to the installation of catch basins and treatment.
5. The City of Sequim, at their own expense with no cost or fees to the County, will be responsible for all road construction and maintenance for the newly to be constructed road.
6. The City of Sequim, at their own expense with no cost to the County, will provide a minimum two foot gravel shoulder for future maintenance of a security fence.
7. The City of Sequim, will exclude utilities other than the existing water, irrigation and future storm water facilities without obtaining prior approval from Clallam County Public Works Department for other utilities.
8. The City of Sequim shall upon completion of the road project, hire a licensed land surveyor to mark the corners with monuments and have them recorded with the County Auditor.
9. The City of Sequim shall start construction of the road within two years of the date of this easement and completed within 3 years or the easement is null and void. Extension of the agreement may be made upon agreement by both parties.
10. The County shall be allowed a road approach onto the new proposed road, upon request of such an approach to the City, and in a location agreed upon by the City and County.

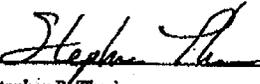
Assessor's Parcel No.: 0430243100500000
160 Grant Road
Sequim, Washington

Date August 15, 2006

BOARD OF CLALLAM COUNTY
COMMISSIONERS



Howard V. Doherty, Jr., Chair



Stephen P. Tharinger



Michael C. Chapman

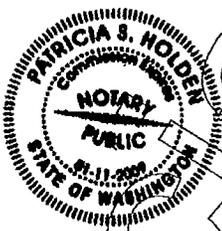
*Trish Holden, MC
Clerk of the Board*

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this 15th day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Howard V. Doherty, Jr., Stephen P. Tharinger and Michael C. Chapman to me known to be the Clallam County Commissioners, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Patricia S. Holden
Notary Public in and for the State of Washington,
residing at Port Angeles.



Unofficial Copy

MP
ST
288.74'
9.71'

18" CMP CULVERT
INV. = 289.44'
18" CMP CULVERT
INV. = 289.82'
18" ABS CULVERT
INV. = 289.32'

RELOCATE EXISTING
48" TYPE II CATCH
BASIN

CHAIN LINK FENCE

CALCULATED
1/16 CORNER

EDGE OF GRAVEL

N01°33'10"E

2' GRAVEL
SHOULDER

N02°00'28"E 338.83'

4249sq/ft

PROPOSED ROAD

5814sq/ft

NEW IRRIGATION MIT

HOUSE
WOOD WITH
BARBED WIRE
FENCE

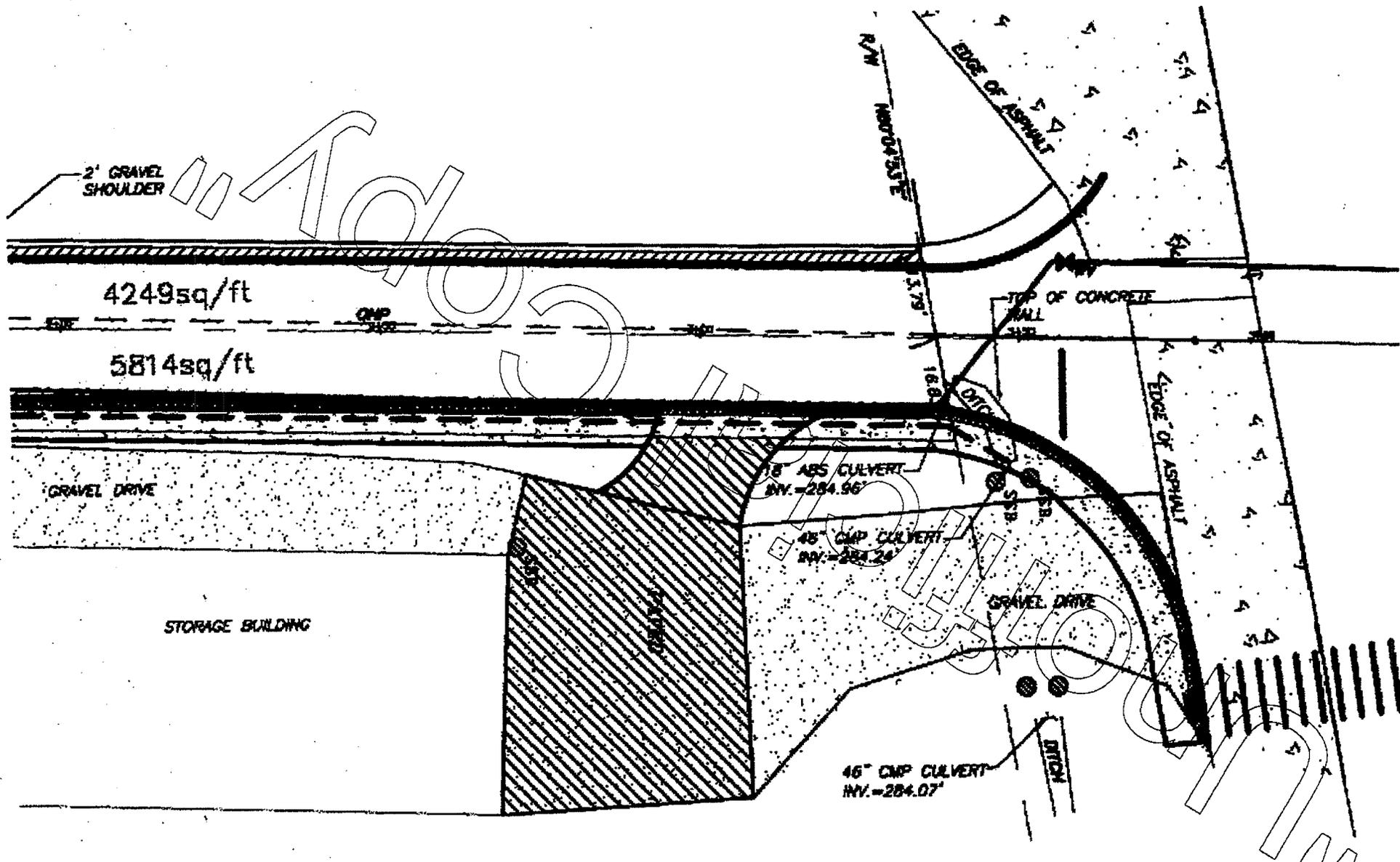
PROPOSED IRRIGATION LINE
HDPE PLASTIC PIPE
(Double Wall Smooth)

GRAVEL DRIVE

STORAGE BULK

GRAN

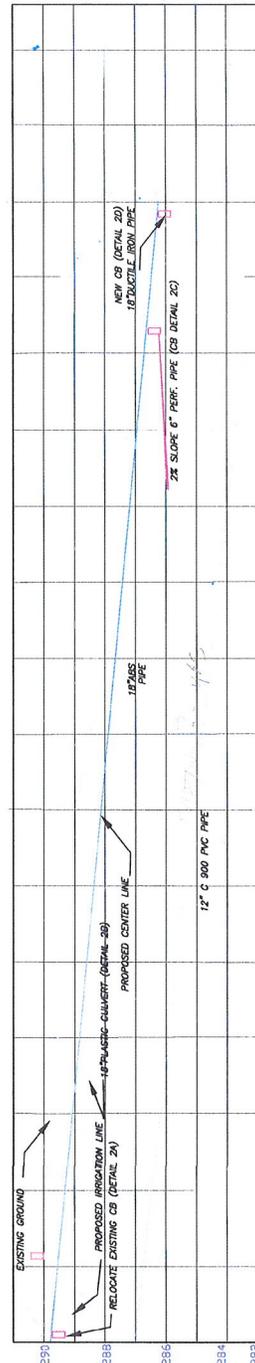
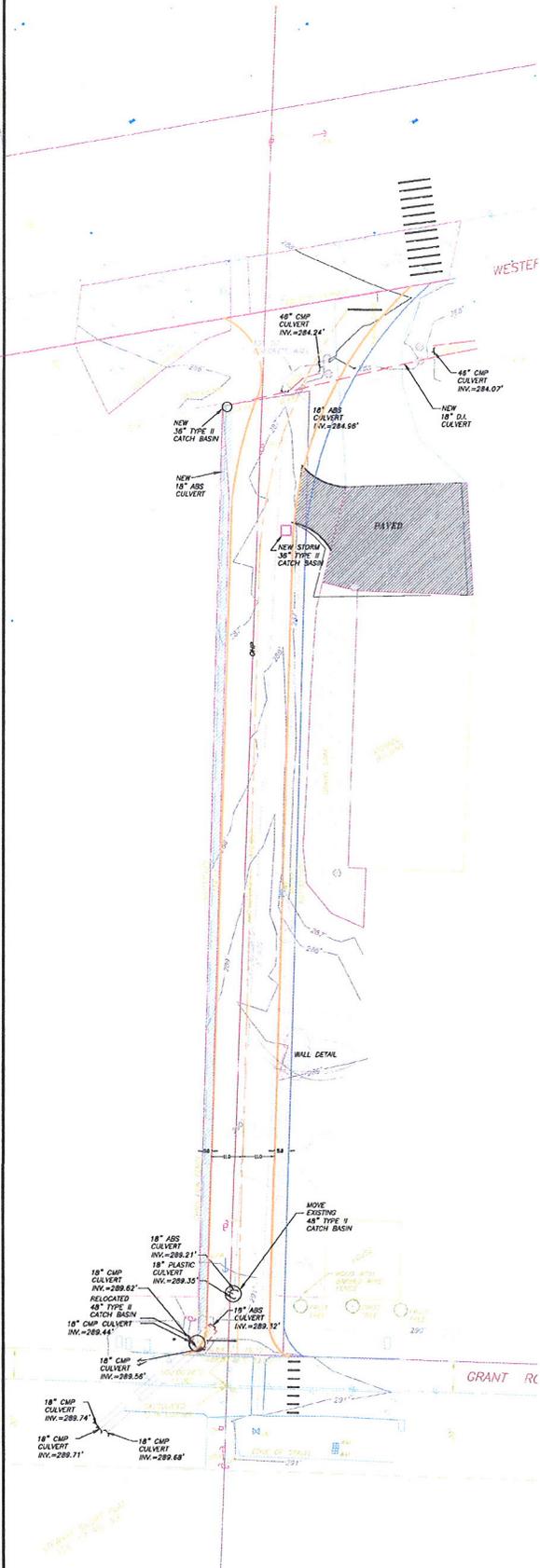
Unofficial



TOPOGRAPHIC MAPPING FOR: **CITY OF SEQUIM**
 IN SECTION 24, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M.
 CITY OF SEQUIM
 CLALLAM COUNTY, WASHINGTON



SCALE IN FEET
 CONTOUR INTERVAL = 1 FOOT
 VERTICAL DATUM = NAVD '88



LEGEND:

PROPOSED:

- ROAD LINES
- 18" D.I. (For Irr. crossing)
- ROAD LINES
- CATCH BASIN
- SIDEWALK

EXISTING:

- DENOTES EXISTING BOLLARD.
- DENOTES EXISTING UTILITY POLE.
- DENOTES GUY ANCHOR.
- ⊕ DENOTES EXISTING WATER METER.
- ⊕ DENOTES EXISTING WATER VALVE.
- ⊕ DENOTES EXISTING MAIL BOX.
- ⊕ DENOTES EXISTING CULVERT.
- ⊕ DENOTES TELEPHONE RISER.
- ⊕ DENOTES EXISTING FENCE.
- ⊕ DENOTES EXISTING GRAVEL DRIVE.
- ⊕ DENOTES EXISTING ASPHALT.
- ⊕ DENOTES DECIDUOUS TREE.

NOTES:

- 1. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE METHODS USING A 1 SECOND TOPCON GTS-31.3 TOTAL STATION AND STEEL TAPE.
- 2. FOR SECTION SUBMISSION DATA, SEE VOL. 38 OF SURVEY'S PAGE 86, RECORDS OF CLALLAM COUNTY, WASHINGTON, SEPTEMBER 2, 2005.



24(30N-3W)