

AMENDMENT TO  
INTERLOCAL AGREEMENT REGARDING  
PROCESSING OF AUTO HULKS AT THE CITY OF PORT ANGELES REGIONAL TRANSFER  
STATION

For and in consideration of the mutual benefits to be derived herefrom the parties recite, covenant, and agree as follows:

I. Clallam County ("County"), and the City of Port Angeles (the "City"); hereafter, the "Parties," entered into a Interlocal Agreement Regarding Processing of Auto Hulks at the City of Port Angeles Regional Transfer Station dated September 19, 2007, which Agreement is incorporated herein by this reference and may hereafter be referred to as "the Agreement."

Sub parts K and L of Section 2 of the Agreement is hereby amended to read as follows:

II. Section 2.

K. Require that all aspects of the Operation be covered by insurance. This requirement for insurance coverage shall be in effect for the duration of the Agreement. This section is intended to require full, comprehensive insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Operation.

The insurance required by this agreement shall not be construed to limit the liability of the County or its contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The insurance provided shall include types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The

Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. Workers' Compensation coverage as required by the Industrial Insurances laws of the State of Washington.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Insurance is to be placed with insurers approved by the City.

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing compliance with these insurance requirements before commencement of the Operation.

With respect to the Operation, the City shall be named as an insured under the insurance policies required above.

L. The County shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, expenses, liabilities, injuries, fines, damages, losses or suits, including attorney fees, arising out of or in connection with (1) the Operation or the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City, or (2) during or in the course of the Operation, the release of any substance, including petroleum products, categorized as toxic or hazardous by any state or federal law.

**III.** Except as provided above, in all other respects the Agreement is hereby confirmed and ratified.

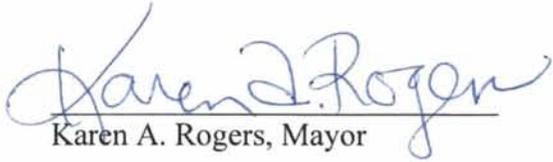
IN WITNESS HERE OF, this agreement is executed by Clallam County and by the City of Port Angeles, Washington.

Dated this 18<sup>th</sup> day of Dec., 2007.

Dated this 18<sup>th</sup> day of Dec., 2007.

CITY OF PORT ANGELES

CLALLAM COUNTY BOARD OF COMMISSIONERS

  
Karen A. Rogers, Mayor

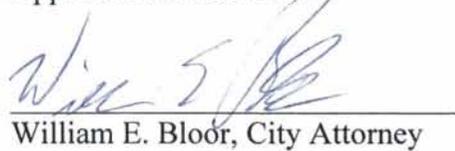
  
Stephen P. Tharinger, Chair

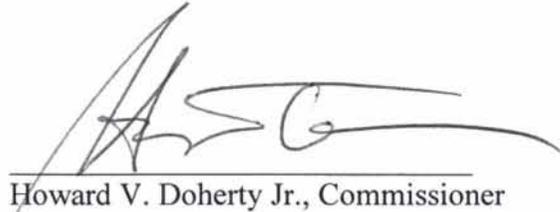
Attest:

  
Becky Upton, City Clerk

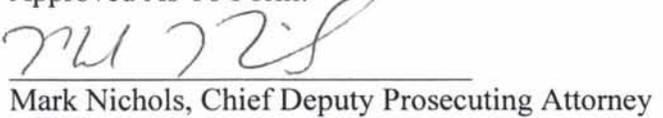
  
Michael C. Chapman, Commissioner

Approved As To Form:

  
William E. Bloor, City Attorney

  
Howard V. Doherty Jr., Commissioner

Approved As To Form:

  
Mark Nichols, Chief Deputy Prosecuting Attorney

Attest:

  
Trish Holden, Clerk of the Board