

4811-09-02 2j 12/23/08

INTERAGENCY AGREEMENT BETWEEN
THE
CITY OF SEQUIM and CLALLAM COUNTY
RELATING TO
USE OF SEQUIM POLICE DEPARTMENT FOR SHERIFF'S OFFICE BUSINESS

THIS AGREEMENT, made pursuant to RCW 39.34, and the authority set forth in RCW 10.93, is entered into this 24TH day of November, 2008, by and between the City of Sequim, a municipal corporation of the State of Washington (hereinafter referred to as "City") and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County").

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the City of Sequim will provide resources to the Clallam County Sheriff's Department so that it may continue to utilize space inside and outside the Sequim Police Department for law enforcement purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

SCOPE OF WORK

The City of Sequim agrees to lease approximately 700 square feet of office space currently located at 609 West Washington, Suite 16, Sequim, WA, and will make space available to the County as specified in this agreement.

The space allotment and configuration of the office areas will remain as they are at the time this agreement is entered into (which includes a minimum of 3 work stations for County Deputies and 1 workstation for County Supervisors), unless both parties produce an addendum specifying specific changes. The existing space provides for sharing by both agencies in all areas except the Chief's office, the Investigations office, the evidence room, the crime scene technicians room (basic space allocation drawing attached).

The County will have access to the facility at all times, however the City reserves the right to change or modify the security processes of the facility as it deems necessary and appropriate.

The parking spaces provided for in the lease agreement are to be shared by both parties.

The City agrees to allow the County to have full use of general office equipment such as the photocopier and fax machine, as well as telephone services. The County agrees to reimburse the City for its share of the costs of use of said equipment.

County employees will abide by City rules and the direction of the Chief of Police regarding posting of materials on bulletin boards, walls, and in cubicles or other shared areas of the agency (the Chief of Police is in charge of setting building rules). Use of the City of Sequim Information Technology Network is not part of this agreement and its use by County employees is strictly prohibited without prior authorization. County agrees to comply with all applicable requirements of the underlying building lease.

The County agrees to reimburse the City the amount of \$1,000 per month for the Scope of Work defined in this agreement.

INDEMNIFICATION

The parties will mutually defend, indemnify and hold harmless the other party, its officers, employees, and agents from and against any and all costs, claims, demands, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the other party, its officers or employees in performing this agreement.

INSURANCE

The parties agree that each party shall maintain at least a \$1,000,000.00 personal injury liability insurance policy and a property injury liability policy in the amount of \$1,000,000.00 insuring each other's property from damages caused through the negligence of the other party. Each party shall insure their own property fully for damage from fire, theft, terrorism, natural disaster, environmental hazard or any other risk to property except negligence of the other party.

DURATION

This agreement will be in effect January 1, 2009, and continue in effect indefinitely until modified or terminated by the parties or until the underlying building lease is terminated, whichever may come first.

CONTACT PERSONS

The City and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the City contact person will be the Sequim Chief of Police. The County contact person will be the Sheriff Department's Chief Civil Deputy.

COMPENSATION

The County has budgeted funds to reimburse the City for the costs outlined in this agreement. The County agrees to generate an automatic quarterly payment to the City for the full amount owed for three months rental. This payment will be made no later than 20 days past the last working day of the quarter.

AGREEMENT ALTERATIONS AND AMENDMENTS

The City and the County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the City and the County.

TERMINATION

Except as otherwise provided for in this Agreement, either party may terminate this Agreement upon a thirty (30) day written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination. In the event of termination, the parties agree that any property acquired in connection with this agreement shall remain the property of the party who purchased the property.

DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, it shall be determined in the following manner:

The City shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The City and the County will jointly appoint a member to the Dispute Board. In

the event the City and County are not able to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SEVERABILITY

If any provision of this Agreement or any provision of any law, rule, or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

COMPLETE EXPRESSION

This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, the City of Sequim and Clallam County have signed this Agreement as of the date and year written below.



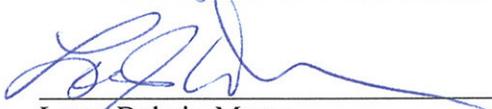
Robert Spinks, Chief
Sequim Police Department

Date: 11/24/08



W. L. Benedict, Sheriff
Clallam County Sheriff's Department

Date: 12-15-2008



Laura Dubois, Mayor
City of Sequim

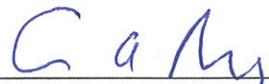
Date: 11/24/08



Michael C. Chapman, Chair
Clallam County Commissioners

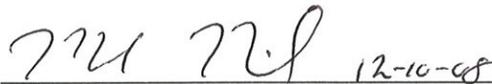
Date: 12-21-08

Approved as to Form:



Craig Ritchie, Sequim City Attorney
Attorney

Approved as to Form:



Mark Nichols, Chief Deputy Prosecuting