

AGREEMENT

28th THIS AGREEMENT is made and entered into under authority of RCW 39.34.080 this day of March, 2019, by and between the **CITY OF CHEHALIS, WASHINGTON, a municipal corporation**, hereinafter referred to as the "City," and **LEWIS COUNTY SEWER DISTRICT NO. 4, a special purpose district**, hereinafter referred to as the "District."

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The District requests that the City provide routine operation and maintenance inspections, including all incidental telemetry controls located at the Chehalis Wastewater Treatment Plant for the Logan Hill Pump Station, together with all underground pipelines, manholes, and other sewer line improvements owned by the District. Said pump station is located approximately five hundred feet south of the Creekside Event Center on Jackson Highway. Said inspections and routine maintenance shall be on an as needed basis with the City having full control of the maintenance schedule.
2. The District hereby agrees to reimburse the City for all use of vehicles and equipment and employee hours at the approved wage rate for each position as those positions are established from time to time by the City. A minimum increment of one-half hour shall be used for charging and billing purposes for the above rates. Further, the District shall reimburse the City for all labor, materials, equipment costs, and maintenance costs on a monthly billing basis. These costs shall be itemized at the going City rate for manpower and equipment. Materials and parts shall be reimbursed at the City's costs for said items. An administrative fee of ten percent (10%) of the invoice amount shall be assessed on each invoice generated by the City and forwarded to the District.
3. The District certifies and warrants that it has the legal authority to contract with the City for this service.
4. It is understood and agreed that the services as provided for hereto shall be accomplished only and if such does not interfere with the Public Works Department's regular schedule.
5. The City shall defend, indemnify and save harmless the District, its officers, employees and agents from any and every claim and risk and all losses, damages, demands, suits, judgments, and attorney fees, and other expenses of any kind on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible including loss of use resulting therefrom, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the City or its subcontractors, or their property, employees, or agents, upon or in proximity to the property of the District, or any other property upon which the City is performing any work called for or in connection with this contract, except only for those losses resulting solely from the negligence of the District, its officers, employees, and agents.
6. The term of this Agreement shall be for a period of five (5) years, commencing on April 1, 2019, and ending on March 31, 2024. This Agreement may be renewed for two (2) additional five (5) year periods, or less, at the option of the parties, upon the same terms and

conditions herein. The parties may terminate this Agreement prior to the end of a current term only as set forth below or upon mutual agreement in writing.

7. An administrative fee of ten percent (10%) of the invoice amount shall be added to each invoice

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.25.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and the District, its members, officers, employees, and agents, the City's liability hereunder shall be only the extent of the City's negligence. It is further specifically expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

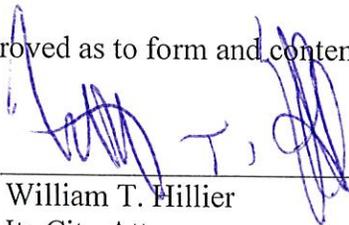
If a lawsuit arises in respect to this hold harmless provision, the City shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents, employees, and volunteers, the city shall pay the same.

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

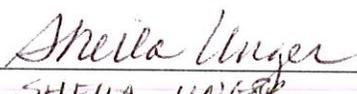
**CITY OF CHEHALIS, Washington,
a municipal corporation**

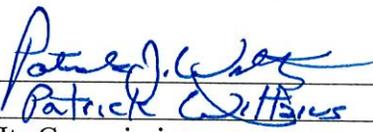
By: 
Jill Anderson
Its City Manager

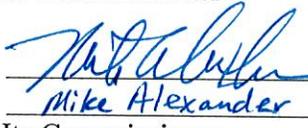
Attest: 
Caryn Foley
Its City Clerk

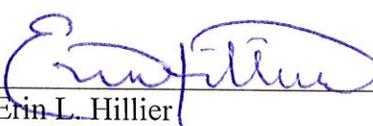
Approved as to form and content:

By: William T. Hillier
Its City Attorney

**LEWIS COUNTY SEWER DISTRICT
NO. 4, a special purpose district**

By: 
SHEILA UNGER
Its Commissioner

By: 
Patrick J. White
Its Commissioner

By: 
Mike Alexander
Its Commissioner

Approved as to form and content:

By: Erin L. Hillier
Its Attorney