

## REIMBURSABLE SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of July, 2009, by and between CLARK REGIONAL WASTEWATER DISTRICT, ("District") and the CITY of Camas WA, ("Municipality").

WHEREAS, Municipality does not have adequate personnel or equipment available to do the following work within its boundaries; and

WHEREAS, the District has the necessary personnel and equipment and is willing to do the work in consideration of the mutual covenants and agreements herein contained and pursuant to Chapters 57.08 and 39.34 of the RCW, as applicable; now, therefore

### IT IS COVENATED AND AGREED as follows:

1. The District, through its employees, shall provide for Municipality those services described in Exhibit "A" to the same standards as provided by the District within the District.
2. All District costs for labor, materials and equipment shall be charged and paid for in accordance with Exhibit A. The District's schedule of rates and charges shall be updated annually. The District shall furnish the Municipality with an updated schedule no later than January of each Year.
3. The District will proceed with the work requested within 30 days of signature of this agreement and will proceed with completion in a workmanlike fashion.
4. Upon completion of each item of work, the District shall send an invoice that shall be paid by Municipality within 30 days. A delinquent invoice shall accrue interest at the rate of 12% per annum.
5. Both parties agree that in the performance of this contract they shall comply with the provisions of Chapters 57.08 and 39.34 of the RCW's, if applicable.
6. Municipality shall indemnify and hold the District harmless from any and all claims, losses, or causes of action, suits and actions of equity of any kind due to the negligent actions or omissions of any kind of the Municipality.

Municipality agrees to indemnify and hold the District harmless from any and all bodily injury claims brought by employees of Municipality and expressly waives its immunity under the Industrial Insurance Act as to these claims which are brought against the District, provided that if Municipality and the District are both found to be negligent, the Municipality's duty to indemnify shall be limited to the extent of its negligence.

Municipality further agrees to defend, at its own expense, the District as a result of any non-negligent act or activity of the District or its officers, agents or employees due to the work performed under this agreement. Municipality agrees to defend and hold harmless the District for any damages that may occur to private property or to sewer appurtenances based on the work to be done. The District will indemnify and hold the Municipality harmless from any and all claims, losses, or causes of action, suits and actions of equity of any kind due to the negligent actions or omissions of any kind of the District.

7. This agreement cannot be assigned, transferred or any portion subcontracted by the Municipality without the prior written permission of the District Board of Commissioners or its designee.
8. This agreement shall continue for a term of Two (2) years from the date of execution of the agreement. Either party may terminate this agreement upon 90 days written notice to the other party
9. This agreement is intended for the benefit of the parties and is not intended to create third party beneficiaries.
10. Minimal flagging is anticipated with this effort. If full road or lane closures are necessary, the City will provide necessary flagging staff.
11. Both parties shall provide evidence of insurance coverage through the submission of a certificate of insurance.

IN WITNESS WHEREOF, the parties have set their hands this 6<sup>th</sup> day of, July, 2009.

Approved as to Form Only

Municipality - City of Camas, WA  
By: Paul Dennis

Paul Dennis  
(Name)  
Mayor  
(Title)

Clark Regional Wastewater District  
By: John Peterson

(Name) John Peterson  
(Title) General Manager

