

After Recording Return To:

City of Newcastle
Attn: City Clerk
13020 Newcastle Way
Newcastle, WA 98059



20060302000969

CITY OF NEWCASTLE INTERLOCAL 43.00
PAGE 001 OF 012
03/02/2006 12:56
KING COUNTY, WA

Document Title(s) (or transactions contained therein):

1. Interlocal Agreement – Snow removal, de-icing

Reference Number(s) of Documents assigned or released:
(or page ___ of document(s))

Grantor(s) (Last name first, then first name and initials):

1. Coal Creek Utility District
2. Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

1. City of Newcastle
2. Additional names on page ___ of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

N/A

Assessor's Property Tax Parcel/Account Number

King County Parcel No.

N/A

**INTERLOCAL AGREEMENT
FOR SNOW PLOWING, SANDING,
AND ANTI-ICING SERVICES**

THIS AGREEMENT ("Agreement") is entered into this 15th day of December, 2005, by and between the City of Newcastle (the "City") and the Coal Creek Utility District ("CCUD") for snow plowing, sanding, and anti-icing services (individually a "Party" and collectively the "Parties").

WHEREAS, the City and CCUD enter into this Agreement pursuant to and in accordance with the Washington Interlocal Cooperation Act, Chapter 39.34 RCW;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

The City and CCUD shall comply with the terms of this Agreement, which govern the provision of snow plowing, sanding, and anti-icing services by CCUD on behalf of the City.

II. RESPONSIBILITIES OF CCUD

CCUD, by and through its employees, agents, and representatives shall have the following responsibilities:

- A. CCUD shall provide snow plowing, sanding, and anti-icing services for the City.
- B. CCUD shall provide said services in accordance with the priority routes as set forth in Attachment A attached hereto and as otherwise amended by the City.
- C. CCUD shall only undertake snow removal, sanding, and anti-icing measures if directed by any one of the following City representatives:

John Starbard	City Manager
Jeff Johnson	Assistant City Manager
Maiya Andrews	Public Works Director
Les Saberniak	Public Works Operations Manager

The City may alter this list at any time. The City will notify CCUD in writing of any such changes.

D. CCUD shall reasonably prepare for anticipated snow and freezing conditions.

E. CCUD shall contact the City as necessary pursuant to this Agreement by contacting the City at 425-649-4444 during regular business hours (8:00 a.m. - 5:00 p.m. - Monday - Friday), or by contacting the Public Works Operations Manager, Les Saberniak, at 425-766-0871 during non-business hours.

F. CCUD shall provide the City with a list of contact phone numbers for supervisory or managerial personnel responsible for snow, sand, and ice services. CCUD shall ensure one supervisory or managerial contact is available by telephone twenty-four (24) hours a day, seven (7) days a week. CCUD's onsite supervisor/manager shall be available to the City by cellular phone while services are in progress. CCUD shall provide a list of such cellular phone numbers for the City upon execution of this Agreement.

G. CCUD shall have the right to refuse to provide snow removal, sanding, and anti-icing services on specific roadway segments if CCUD believes that attempting said services would likely pose a threat to life, safety, or lead to equipment damage or stranding. In this event, CCUD shall notify the City (Section II (E) above). Upon notification, the City may instruct CCUD to temporarily close said streets if deemed necessary.

H. CCUD shall plow all residual snow and ice to the curb, except in cul-de-sacs where snow shall be plowed to the center. CCUD shall make every good faith effort not to plow residual snow onto city sidewalks and pedestrian walkways.

I. CCUD shall not be responsible for the inadvertent or unintentional breakage or damage to in-street manholes, valve boxes, or other utility boxes caused by the reasonable operation of snow removal equipment. CCUD shall immediately notify the City of said damage so that repairs can be made in a timely manner.

J. CCUD shall immediately notify the City of any circumstance(s) that could reasonably lead to the temporary or permanent disruption of snow and ice removal services.

K. CCUD shall provide a written invoice to the City monthly for any work completed under this Agreement for the prior month. Invoices shall detail the dates of work, hours worked, type of work completed, as well as a complete list of the labor, materials, and equipment utilized. Rates for labor and equipment shall be assessed in accordance with the rate schedule attached hereto as Attachment B. The City shall pay the monthly invoice within forty-five (45) days of receipt. If the City fails to pay any

invoice within forty-five (45) days of receipt, such unpaid invoice shall bear interest at the rate of ten (10) percent per annum until the amount of such unpaid invoice, plus interest thereon is paid in full.

III. RESPONSIBILITIES OF THE CITY

The City of Newcastle, by and through its employees, agents, and representatives, shall have the following obligations:

A. The City may at any time necessary and at its sole discretion change or alter priority routes as set forth in Attachment A attached hereto. In doing so, and if practicable, the City shall provide CCUD with at least twenty-four (24) hour prior written notice of such changes.

B. As described in Section II (C) above, the City shall determine when and if weather conditions require snow removal, sanding, and anti-icing services. The City shall confirm the determination and direction to CCUD to provide the services in writing by facsimile or electronic mail; provided that if it is not practicable to provide such direction by facsimile or electronic mail to CCUD at the time the services are orally requested, the City shall provide such facsimile or electronic direction confirming the request for services within twenty-four (24) hours of any oral request for the services. The City shall attempt to provide CCUD with notice before the close of business that CCUD shall apply anti-icing materials that evening. The City shall retain the discretion to order anti-icing services at any time.

IV. GENERAL TERMS

A. This Agreement shall be effective when executed by the Parties.

B. The Parties to this Agreement recognize that amendments to this Agreement may become necessary, and such amendments shall become effective only when the Parties have executed a written addendum to this Agreement.

C. CCUD's records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the City or appropriate state agency. The City shall give fifteen (15) days advance notice to CCUD of fiscal audits to be conducted.

V. HOLD HARMLESS

A. CCUD shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents, from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the

negligent acts or omissions of CCUD, its officers, employees, or agents, relating in any way to the terms of this Agreement. By way of example, and not of limitation, of the foregoing, the CCUD shall protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents, from any and all costs, claims, judgments, or award of damages arising out of or in any way resulting from CCUD (by its officers, employees, agents, or representatives) negligent acts or omissions; intentional acts or omissions; or failure for any reason to comply with the terms of this Agreement.

B. The City shall, at its cost and expense, protect, defend, indemnify, and hold harmless CCUD, its officers, employees, and agents from that portion of any costs, claims, judgments, or award of damages from the City's (by its officers, employees, agents, or representatives) negligent acts or omissions; intentional acts or omissions; or failure for any reason to comply with the terms of this Agreement.

C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other Party.

VI. INSURANCE

CCUD shall procure and maintain for the duration of this Agreement, insurance acceptable to the City against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by CCUD, its agents, representatives, employees, and/or contractors or subcontractors. CCUD shall furnish said insurance policy as evidence of compliance with the insurance requirements of this Agreement. No such insurance policy may be cancelled or terminated without at least thirty days prior written notice to the City. Any such cancellation or termination shall be a material breach of this Agreement, and the City accordingly may immediately terminate this Agreement. Any costs associated with CCUD's insurance coverage are not chargeable to the City. Any deductible payment or self insured retention shall be the sole responsibility of CCUD. The City shall be named as additional insured on CCUD's insurance policy. In addition to procuring and maintaining commercial general liability, CCUD shall procure and maintain 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. CCUD shall maintain the following insurance limits: (A) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, and (B) 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.

VII. DURATION AND TERMINATION

A. The initial term of this Agreement shall begin upon execution by both parties and shall expire on December 31, 2006. Thereafter, this Agreement shall renew annually on January 1 of each succeeding calendar year, unless terminated as hereafter set forth.

B. Either party may terminate this Agreement upon the expiration of the initial term identified above by providing written notice of such intent to terminate to the other not later than 90 days prior to the expiration of the initial term. Thereafter, either party may terminate this Agreement by providing written notice to the other not later than 90 days prior to the expiration of any renewal.

VIII. SEVERABILITY

A. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

IX. NON-DISCRIMINATION

A. There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

X. RIGHTS TO OTHER PARTIES

A. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and conveys no right to any other party.

XI. GOVERNING LAW AND FILING

A. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of King County and the State of Washington. This Agreement shall be filed with King County Records and Elections Division.

XII. ADMINISTRATION

The City's Representative shall be:

Les Saberniak

Address: 13020 Newcastle Way,
Newcastle, WA 98059-3030

Phone: (425) 649-4444

Facsimile:

CCUD's Representative shall be:

Steve Moye

Address: 6801 132nd PI SE
Newcastle, WA 98059

Phone: (425)235-9200

Facsimile: (425) 228-7429

XIII. ASSIGNABILITY

The rights, duties and obligations of either Party to this Agreement may not be assigned to any third party without the prior written consent of the other Party; provided, in the event that the District's equipment shall become inoperable and the District is thereby unable to provide the services identified in this Agreement, the District may subcontract with a third party to provide said services for up to 48 hours with the prior consent of the City, which consent shall not be unreasonably withheld; and, provided further, if it is anticipated that the period of subcontracting shall exceed 48 hours, then the District shall obtain the prior written consent of the City for any period exceeding 48 hours.

XIV. ENTIRE AGREEMENT

This proposal constitutes the entire proposal between the Parties hereto and no other proposals, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties hereto. Either Party may request changes in the proposal. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

XV. ATTORNEYS' FEES

Should either Party commence any legal action relating to the performance of this Agreement, the prevailing party shall be entitled to recover all costs incurred in any

legal action including, but not limited to, costs, expert witness fees and reasonable attorneys' fees, including all such fees and costs incurred on appeal.

XVI. CONTROL AND STATUS OF PERSONNEL

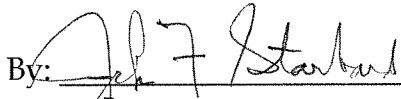
CCUD personnel and equipment used to provide the services under this Agreement shall remain under exclusive direction and control of the District.

XVII. AUTHORIZATION

Each Party shall approve this Agreement by appropriate motion, resolution or ordinance and shall provide the other Party with documentation of such motion, resolution or ordinance. Each Party represents to the other Party that it has the power and authority to enter into this Agreement.

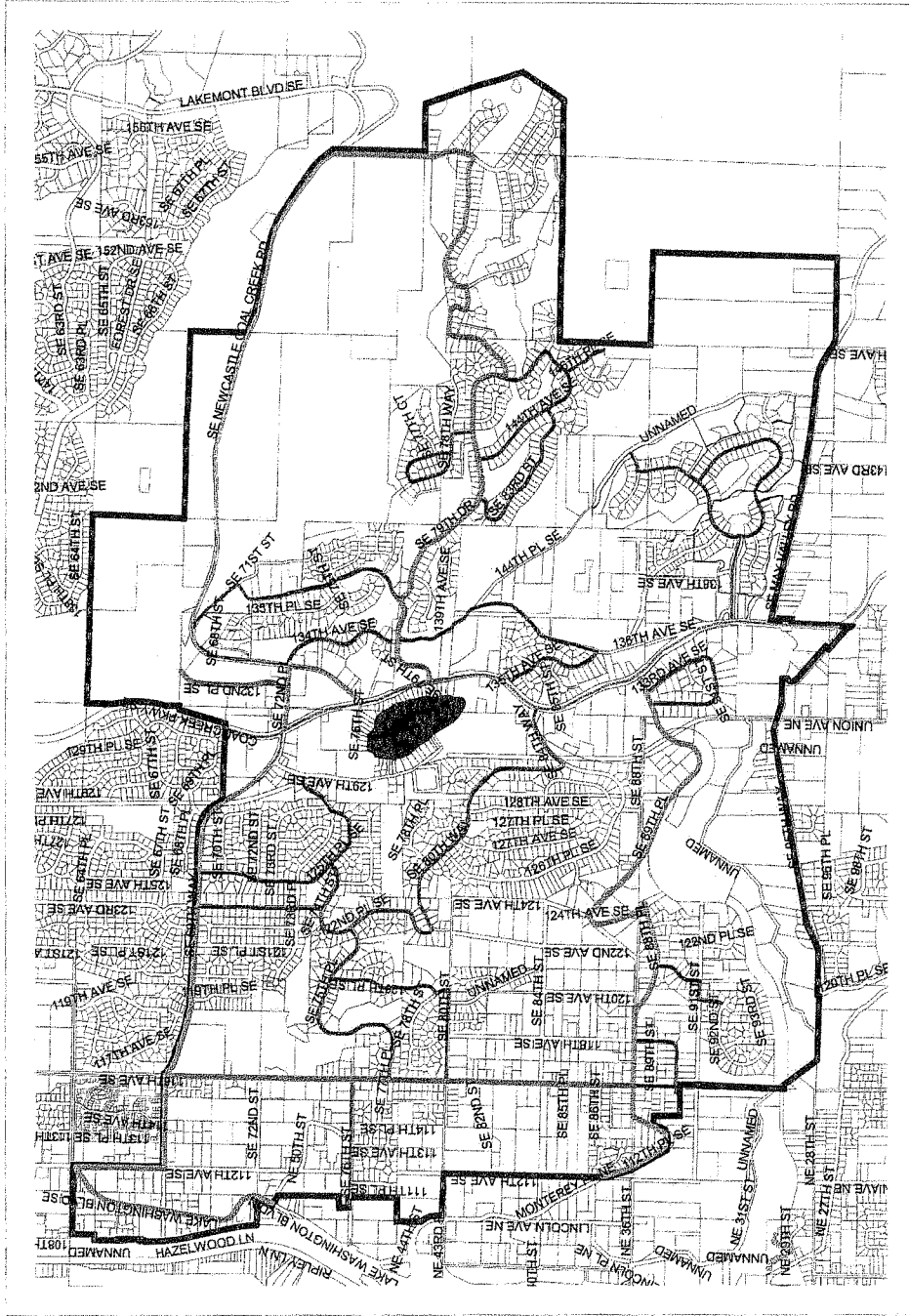
THE CITY OF NEWCASTLE,
WASHINGTON

COAL CREEK UTILITY DISTRICT

By: 
Its: City Manager

By: 
Its: General Manager

NEWCASTLE SNOWPLOW ROUTES



Priority 1
 Priority 2
 Priority 3
 Priority 4
 Newcastle Boundary
 St_names.shp

ATTACHMENT A

ATTACHMENT B Page 1 of 2

Snow Removal Services 2005 Employee Rates / Hour

Management	\$	62.53
Supervisor	\$	46.67
Leadsperson	\$	45.14
Technician	\$	38.32
Inspection	\$	63.65
Word Processor	\$	48.70

Snow Removal Services 2005 Equipment Rates / Hour

Pickup	\$	4.40
(3,9,19,28) Dump 5yd	\$	12.50
(BH) Backhoe	\$	44.05
(24) Dump 10yd	\$	18.81
(18,22,25) Service truck	\$	6.81
(E) Sander 10yd	\$	15.01
(D) Sander 5yd	\$	10.03

Pickup Unit #'s 1,4,6,8,11,12,13,15,20,21,23,27

Snow Removal Services 2005 Material Cost

Gelo Melt / gal	\$	2.04
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LJ 12-15-04

ATTACHMENT B Page 2 of 2

Snow Removal Services 2006 Employee Rates / Hour

Management	\$	63.78
Supervisor	\$	47.60
Leadsperson	\$	46.04
Technician	\$	39.09
Inspection	\$	64.92
Word Processor	\$	49.67

Snow Removal Services 2006 Equipment Rates / Hour

Pickup	\$	4.48
(3,9,19,28) Dump 5yd	\$	12.75
(BH) Backhoe	\$	44.93
(24) Dump 10yd	\$	19.19
(18,22,25) Service truck	\$	6.95
(E) Sander 10yd	\$	15.31
(D) Sander 5yd	\$	10.23

Pickup Unit #'s 1,4,6,8,11,12,13,15,20,21,23,27

Snow Removal Services 2006 Material Cost

Gelo Melt / gal	\$	2.10
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LJ 12-15-04

CCUD Manager/Supervisor Contact List

Steve Moye
Cell: (425) 766-8328
Home (425) 277-6391

Larry Jones
Cell: (206) 255-1923
Home: (425) 481-4660

Tom Peadon
Cell: (206) 255-1931
Home (253) 939-8817

CCUD On Call
Cell: (206) 255-1970

Pam Nelson
Cell: (206) 255-1947
Home (425) 228-4307

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
12/19/05

PRODUCER
DRIVER ALLIANT INSURANCE SERVICES, INC.
P.O. Box 6450
Newport Beach, CA 92658-6450
LIC#0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Ph (949) 756-0271 / Fax (949) 756-2713

COMPANIES AFFORDING COVERAGE

INSURED
WATER & SEWER RISK MANAGEMENT POOL (WSRMP)
COAL CREEK UTILITY DISTRICT
1750 112th Ave NE, B215
BELLEVUE, WA 98004

COMPANY LETTER	A	WATER & SEWER RISK MANAGEMENT POOL
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	WSRMP0506-00	11/1/05	11/1/06	GENERAL AGGREGATE	\$10,250,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$10,250,000/occ
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$10,250,000
					FIRE DAMAGE (Any one fire)	\$10,250,000
A	AUTOMOBILE LIABILITY	WSRMP0506-00	11/1/05	11/1/06	MED. EXPENSE (Any one person)	
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE	\$10,250,000
	<input checked="" type="checkbox"/> OWNED AUTOS				LIMIT (OWNED AUTOS)	
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) (Hired and Non-Owned Autos)	
	EXCESS LIABILITY	WSRMP0506-00	11/1/05	11/1/06	PHYSICAL DAMAGE	
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$10,250,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	
					DISEASE-POLICY LIMIT	
					DISEASE-EACH EMPLOYEE	
A	OTHER SIR FOR ALL LINES				\$250,000 PER OCCURRENCE / ACT INCLUDING ALLOCATED LOSS ADJUSTMENT & LEGAL EXPENSES	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS TO THE INTERLOCAL AGREEMENT FOR SNOW PLOWING, SANDING, AND ANTI-ICING SERVICES.

CERTIFICATE HOLDER

CITY OF NEWCASTLE
ATTN: MAIYA ANDREWS
13020 NEWCASTLE WAY
NEWCASTLE, WA 98059-3030
PH: 425-649-444

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES
*EXCEPT 10 DAYS FOR NON-PAYMENT

AUTHORIZED REPRESENTATIVE

