Interlocal Agreement
Between
City of Sequim
and
Highland Irrigation District

THIS IS AN AGREEMENT between the City of Sequim, a municipal corporation of the State of Washington, hereinafter referred to as "City," and the Highland Irrigation District, an irrigation district organized under RCW 87.03 of the Revised Code of Washington, hereinafter referred to as "HID," providing for mutually beneficial maintenance of irrigation canals, ditches, culverts and other facilities, as well as infiltration and conveyance of storm water within the city limits.

WHEREAS:

1. Open and piped HID irrigation ditches traverse the Sequim city limits and affect the natural flow of storm drainage waters through local drainage basins.
2. These ditches were established almost a century ago, and as the City has grown some portions have been piped, first as road crossings and then to traverse under large developed areas.
3. Recognition of annual and storm-related maintenance of HID-owned facilities has improved in recent years due to increased awareness of our mutual reliance; however, it behooves both parties to ensure fundamental agreements.
4. It is important for both parties to maintain strong working relationships with our water management partners in order to promptly and effectively manage runoff such that property damage and transportation interruptions are avoided for all residents and visitors.

IT IS HEREBY AGREED by the parties as follows:

A. Term of Agreement. This agreement shall commence upon signature by all parties and shall automatically renew on January 1st each calendar year unless one party gives 30 days' notice not to renew.

B. Right of Entry. HID grants the City right of entry for maintenance purposes, provided that such right of entry shall be subject to any and all applicable permitting or other legal requirements.

C. Agreements.
   1. HID will cooperate with transporting storm water so long as it does not create legal liability and is within the capacity of its current ditch system.
   2. HID will do regular maintenance on its open ditches and culverts to maintain capacity and clean trash racks on a regular basis.
   3. The City will help clean trash racks when there are high storm-related flows.
   4. HID will regulate Dungeness River diversions and water flows within the ditch system to supply its shareholders' needs and to avoid overflow during storms.
   5. During winter time high water flows, HID will not add River water to the ditch system.
   6. The City will discourage landowners from planting trees or constructing structures within 10 feet of an open ditch or pipeline when a City permit is involved, unless there has been direct consultation with the HID Board.
   7. (a) The City will inform the HID Board in a timely fashion about city permit applications regarding subdivisions, lot line adjustments, or other permitted activities affecting irrigation district easements.
      (b) The City will require subdivision permit applicants to complete irrigation distribution facilities as per HID Resolution 1-10-2000 (attached) and RCW 58.17.310; HID Board will timely provide, as needed,

specifications or standards for irrigation culverts, trash racks, vegetation control, rights of entry to easements, and ditch maintenance.

(c) The City will not approve any short plat or final plat unless there is a valid irrigation right of way easement in place as per RCW 58.17.310; HID agrees to timely provide the City with verification that its easement requirements have been met.

8. The City will work with HID to control, within the City rights of way, wild blackberry in and adjacent to the ditch, and encourage other landowners to control blackberry and noxious weeds.
9. HID will inform the City as soon as reasonably possible when the spillway from the HID main canal or valve from the Bell Creek siphon east of S. 3rd Avenue are used to discharge canal flows to Bell Creek (e.g., when the siphon clogs, when opened to prevent valve freezing, and during maintenance).
10. The City will continue to implement its stormwater plan which includes projects resolving entry of storm flows from City jurisdiction into HID facilities.
11. HID Board may request in writing vac truck and other regular (not storm-related) maintenance services that the City is willing and able to provide. The City's Operations Manager in the Public Works Department may accept in writing to provide requested services, at the City's convenience, on a cost-recovery basis plus 15% administrative fee. This work would be planned to not extend beyond the crew's normally scheduled work week, but, if it does, time-and-a-half rates would be charged.

D. Hold Harmless and Indemnification. HID shall defend, indemnify and hold harmless the City and its appointed and elected officers and employees from and against any and all liability, loss, cost, damage and expenses, including costs and attorney's fees in defense thereof, because of actions, claims or lawsuits for damages for personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and on account of damage to the environment or to property, including loss thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the City's performance of this Agreement or the negligence or willful acts of the City or its employees, except for injuries and damages caused by the sole negligence of the City.

The City shall defend, indemnify and hold harmless HID and its appointed and elected officers and employees from and against any and all liability, loss, cost, damage and expenses, including costs and attorney's fees in defense thereof, because of actions, claims or lawsuits for damages for personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and on account of damage to the environment or to property, including loss thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of HID's performance of this Agreement or the negligence or willful acts of HID or its employees, except for injuries and damages caused by the sole negligence of HID.

This agreement to indemnify expressly includes claims that would be barred by the State of Washington Workmen's Compensation Act (RCW Title 51) if brought directly by the claimant against the indemnitor. The parties acknowledge that this indemnification provision has been specifically negotiated.

No liability shall attach to the parties to the agreement by reason of entering into this agreement except as expressly provided herein. This agreement is not intended to benefit any third parties.

E. Insurance. HID shall obtain and keep in force during the full term of this Agreement the following insurance coverages:

a. Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all HID employees who perform under this Agreement.

b. Commercial General Liability Coverage including Bodily Injury/Property Damage, Personal Injury/Advertising Injury, Products and Completed Operations, Contractual Liability, Premises and Operations, Independent Contractors, and Stop Gap Liability for minimum limits of:

General Aggregate	$2,000,000
Products Completed Aggregate	$2,000,000
Each Occurrence	$1,000,000

The City and its directors, officers, employees, agents, and volunteers shall be named as Additional Insured(s), 152 W. Cedar St., Sequim, WA 98382. HID will provide the City with a copy of its insurance declaration page(s) and will immediately notify City should such insurance be cancelled for any reason.

c. Automobile Liability, including all owned, non-owned, and hired vehicles: $1,000,000
Each Occurrence: $1,000,000

F. Notice. Any notice or demand from or to the Parties shall be personally delivered or mailed by first-class, certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

To City:
Public Works Director
City of Sequim
152 West Cedar Street
Sequim WA 98382

To District:
President of the Board
Highland Irrigation District
P.O. Box 2426
Sequim WA 98382

THIS CONTRACT is entered into this 12th day of December, 2016.

CITY OF SEQUIM

Charles P. Bush, City Manager

HIGHLAND IRRIGATION DISTRICT

- see next page -

Fred Grant, President of the Board

ATTEST:

Karen Kuznek-Reese, MMC, City Clerk

APPROVED AS TO FORM:

Kristina Nelson-Gross, City Attorney

Attachments: HID Resolution 1-10-2000

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APPROVED AS TO FORM:

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HIGHLAND IRRIGATION DISTRICT

RESOLUTION NO. 1 - 10-2000

Pursuant to RCW 58.17.310 It is hereby RESOLVED by the Highland Irrigation District as follows:

It shall be condition to the approval of any subdivision of land within the boundaries of the Highland Irrigation District including, but not limited to any approval required under RCW 58.17, that a completed distribution system for irrigation purposes is required prior to final approval of such subdivision for utilization for the purposes for which it was subdivided.

It is further RESOLVED that nothing herein shall prevent the District, by action through its Board of Directors, from waiving the provisions of this resolution in cases where due to the topography of the land or due to other factors which the Board may find to render the requirement of such distribution system to be without justification or unreasonable. Such waiver shall be entirely within the discretion of the Board.

Frank Jones, President

Fred Grant, Director

Ben Smith, Director

The Board of Directors at their November 7, 2000 Regular Board meeting passed unanimously RESOLUTION 1- 10-2000 and would like to have it placed on the City Council members and Jim Bay, Public Works Director agenda at their next meeting.

HIGHLAND IRRIGATION DISTRICT

Roberta Murillo, Secretary