

INTERLOCAL AGREEMENT

Agreement Number: 11-10

This **INTERLOCAL AGREEMENT** for work to be performed by the Asotin County Road Department, made and entered into this 25th day of January, 2010 by and between **ASOTIN COUNTY**, Washington, a political subdivision of the State of Washington, hereinafter referred to as "**County**" and **CITY OF CLARKSTON**, a public agency as such is defined in 39.34.020 RCW, and hereinafter referred to as "**Agency**". The **INTERLOCAL AGREEMENT** is entered into pursuant to the provisions of the State of Washington "Interlocal Cooperation Act" and subject to the detailed policy and procedures adopted by Asotin County Resolution Number 03-30 and 04-24.

WITNESSETH: It is hereby covenanted and agreed as follows:

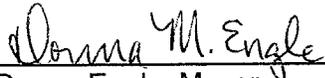
- I. Agency requests that the Asotin County Road Department perform certain work as described below (**note**; for general agreements individual work requests will be required):

Road work as defined in each Request for Work approved by both parties.

- II. The County shall provide time, materials, and equipment necessary for the execution of the work requested by the Agency.
- III. The Agency hereby agrees to reimburse the County for the costs of the work performed, based on the actual costs and administrative costs used in the work involved. Payment shall be made upon presentation of the billing(s) by the County, and within thirty (30) days after the Agency has received each billing.
- IV. Agency shall indemnify, hold harmless and defend County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the Agency, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by any act or omission of the County, their agent, servants or employees, in the execution, performance, or failure to adequately perform the work set out by this Agreement.
- V. This Agreement shall be in effect from the date of its execution and shall terminate on the 31st day of December of that same calendar year. Provided, the Agreement may be terminated, in full or in part, by either party with ten (10) days written notice of its intent to terminate said Agreement, or part thereof. Provided, further that such termination of this Agreement does not relieve Agency from its' contractual obligations for work performed by County prior to termination.

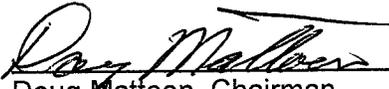
IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** as of the day and year first above written.

CITY OF CLARKSTON



Donna Engle, Mayor
City of Clarkston

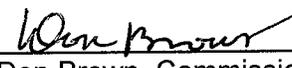
ASOTIN COUNTY BOARD OF COMMISSIONERS



Doug Mattoon, Chairman



R. E. (Buck) Lane, Vice Chair



Don Brown, Commissioner

ATTEST:



Vivian Bly, Clerk of the Board

APPROVED AS TO FORM:



Benjamin Nichols, Prosecuting Attorney
WSBA #23006