

INTERLOCAL AGREEMENT

This agreement made and enter into this June 11th, 2007 by and between Adams County, Washington, a political subdivision of the State of Washington, hereby referred to as "County" and The City of Othello, duly organized and operating under and by virtue of the laws of the State of Washington, herein referred to as "City".

WITNESSETH:

1. The City has a need for the County to provide necessary labor, equipment rental, material, and engineering services for maintenance and construction activities when requested by the City.
2. For each project to be performed under this agreement the City will make written application on the form supplied by the County. The County reserves the right to deny or approve each application of the City on an individual basis.
3. The County is willing to provide such services and the City is willing to pay for such services as outlined below.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS
HEREINAFTER SET FORTH, COUNTY AND CITY AGREE AS FOLLOWS:

1. The County shall provide necessary labor, equipment rental, material, and engineering services for maintenance and construction activities requested by the City.
2. The City hereby agrees to reimburse the County for the full cost of the work performed by the County and by contractors approved by the County and City. The County cost shall be based on the actual cost of labor, equipment rental, engineering, and materials used on maintenance and construction activities or projects plus all cost for fringe benefits to labor including but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, Holidays, and vacation time and group medical insurance.
3. The City further agrees to defend, indemnify and save harmless Adams County, it's appointed and elected officers, and employees from and against any and all liability, loss, cost, damage and expense, including costs and attorney's fees and defense thereof, because of actions, claims, lawsuits, for damages resulting from personal or bodily injury, including death at any time resulting there from, sustained or alleged to have been sustained by any person or persons and on account of any damage to property including loss of use there of, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this agreement, whether such

injuries to persons or damage to property is due to negligence of the Agency contractors, subcontractors, or agents of Adams County, its' appointed officers, employees or their agents. This provision shall be inapplicable to the extent that the County is judicially found solely negligent for the damage or injury in additionally to the extent that the County is found comparatively negligent as to that portion of its negligence, or to the extent that the City, its contractor, sub-contractors, or agents are found free of negligence.

4. It is understood and agreed between parties that this agreement cannot be assigned, transferred or any portion subcontracted hereunder by the County without prior written permission of the City.

5. ***The terms of this agreement can be terminated by a ninety (90) day written notice, by either party.*** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the County at the Adams County Commissioner's Office, 210 West Broadway, Ritzville, Wa. 99169, or to City of Othello, 500 E. Main, Othello, Wa. 99344.

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

ADAMS COUNTY, WASHINGTON

By *Reginald Hankins*
Chairman

Jeffrey [Signature]
Commissioner

Russ P. [Signature]
Commissioner

Attest:

Linda Keemer
Clerk of the Board of County
Commissioners

CITY OF OTHELLO

By *Shannon M. [Signature]*

attested: *Dellie Kudrma, City Clerk*

