

INTERLOCAL AGREEMENT

This agreement made and entered into this 30th day of July, 2012 by and between Adams County, Washington, a political subdivision of the State of Washington and Grant County, Washington, a political subdivision of the State of Washington.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

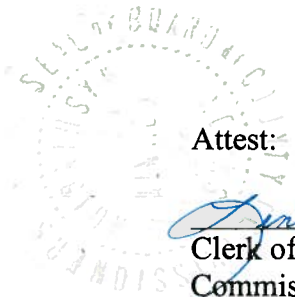
WHEREAS, the parties also wish to utilize each other's services where it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. For each project or work request to be performed under this agreement the Requesting County will make written application on the form supplied by the Performing County. The Performing County reserves the right to deny or approve each application of Requesting County on an individual basis.
2. The Performing County shall provide the necessary labor, equipment rental, material, administration, clerical and engineering services necessary for the execution of the project or work requested by the Requesting County.
3. The Requesting County hereby agrees to reimburse the Performing County for the full cost of the work performed by the County. The Performing County costs shall be based on the actual cost of labor, equipment rental, material, administration, clerical and engineering services 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, vacation time, and group medical insurance.
4. The Requesting County further agrees to defend, indemnify and save harmless the Performing County, its 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 therefrom, sustained or alleged to have been sustained by any person or persons and on account of any damage to property including loss of use thereof, 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 Requesting County contractors, subcontractors, or agents of the Performing County, its' appointed officers, employees or their agents.

5. It is understood and agreed between parties that this agreement cannot be assigned, transferred or any portion subcontracted hereunder by the Performing County without prior written permission of the Requesting County.
6. 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 Grant County at the Grant County Commissioner's Office, P.O. Box 37, Ephrata, WA 98823 or the County of Adams at the County Commissioner's Office, 210 West Broadway, Ritzville, WA 99169.

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



Attest:

Jana Reimer
Clerk of the Board of County
Commissioners

ADAMS COUNTY, WASHINGTON

By *Ray Ploger*
Chairman

Roger L. Hartung
Commissioner

[Signature]
Commissioner

GRANT COUNTY, WASHINGTON

By *Richard Stevens*
Chairman

Darryl Cook
Commissioner

Caroleann Swartz
Commissioner

Attest:

Barbara Hays
Clerk of the Board of County
Commissioners