

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN ASOTIN COUNTY AND
THE ASOTIN COUNTY PUBLIC UTILITY DISTRICT FOR USE OF EQUIPMENT
AND/OR SERVICES OF DEPARTMENT OF PUBLIC WORKS**

THIS AGREEMENT is made and entered into by and between Asotin County (Hereinafter “Asotin”) and the Asotin County Public Utility District, (Hereinafter “PUD”) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
AUTHORITY**

WHEREAS, Chapter 39.34 RCW (short title: “Interlocal Cooperation Act”), provides for any power or powers, privileges or authority exercised or capable of exercise by any agency, political subdivision, or unit of local government of this state to be exercised and enjoyed jointly with any other public agency of this state, and jointly with any public agency of any other state or of the United States.

**ARTICLE II
PURPOSE**

The purpose of this Agreement is to allow Asotin County and the BLM to provide equipment and/or services of the Asotin County Department of Public Works, to the PUD as agreed between the parties consistent with Asotin County Policy.

**ARTICLE III
ADMINISTRATION**

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Cooperative Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Asotin’s representative shall be the County Engineer.
Asotin County Public Works
PO Box 160, Asotin, WA 99402
509-243-2074

The PUD’s representative shall be the PUD Manager.
Asotin County Public Utility District
PO Box 605
Clarkston, WA 99403
509-758-1010

**ARTICLE IV
DURATION AND RENEWAL OF AGREEMENT**

This Agreement shall be effective when executed by both parties and shall continue unless terminated in writing by either party. Thereafter, this Agreement shall automatically renew annually on January 1st.

**ARTICLE V
COMPENSATION TO THE COUNTY**

Both parties agree to reimburse the other for the costs of the work performed or equipment rented based on actual cost as determined by the county's Equipment Revolving and Rental Rate. Labor shall be based on the actual cost of labor, plus all costs for fringe benefits, including but not limited to, Social Security, retirement, industrial insurance (Labor and Industries), prorated sick leave, holidays and vacation times, and group medical insurance. In addition, indirect costs shall be added for overhead expenses for accounting, billing and administrative services at the county's indirect rate used to bill for federal reimbursement. A certified statement of the costs shall be provided within thirty (30) days of service or equipment rental. The amount invoiced shall be paid to Asotin County Public Works, P.O. Box 160, Asotin, WA. within thirty (30) days of billing.

**ARTICLE VI
PERFORMANCE OF AGREEMENT**

COMPLIANCE WITH ALL LAWS Each party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitations, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

MAINTENANCE AND AUDIT OF RECORDS Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.

ON-SITE INSPECTIONS Either party or its designee may conduct on-site inspections to determine whether equipment is being used in a manner acceptable to the party loaning the equipment and with federal, state and local laws, rules, regulations and ordinances. If property is being used during a fire fighting or other emergency operation, the representative named in Article III must grant permission to go to the site of the fire.

TREATMENT OF ASSETS AND PROPERTY No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

IMPROPER INFLUENCE The parties acknowledge that RCW 42, the statute governing public employees behavior prohibits influencing the granting of contracts for personal gain.

NOTICE Except as set forth elsewhere in this Agreement, except for service of process, notice to Asotin shall be to the Director of Public Works, PO 160, Asotin, Washington 99402 and to the Asotin County Board of Commissioners, PO Box 250, Asotin, Washington 99402. Notice to the PUD for all purposes under this Agreement shall be to the Manager, PO Box 605, Clarkston, Washington 99403 and the Asotin County Public Utility District Board of Commissioners, PO Box 605, Clarkston, Washington 99403.

ARTICLE VII INDEMNIFICATION

The PUD agrees to and shall defend, indemnify and hold harmless Asotin, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Asotin, its elected or appointed officials, agents or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to the property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the PUD, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Asotin, its appointed or elected officials, agents or employees. It is further provided that no liability shall attach to Asotin by reason of entering into this contract, except as expressly provided herein.

Each party agrees to maintain \$1,000,000 business insurance, and to name the other party an additional insured on that policy. Each party has a right to request a copy of the insurance policy naming them an additional insured party.

ARTICLE IX DISPUTES

GOVERNING LAW AND VENUE This Agreement shall be governed exclusively by the laws of the State of Washington. The Asotin County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

DISPUTES Any dispute will be first discussed between the County Engineers or Director of Public Works, or their delegate, and a third party chosen by the two engineers\public works directors to see if a resolution can be reached. This group may suggest mediation.

MEDIATION The parties may engage in mediation at any time to resolve disputes. The site of any non-judicial hearing or action, of whatever nature or kind regarding this Agreement, will be conducted in Asotin, Washington, unless otherwise agreed by the parties.

ATTORNEY'S FEES If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, mediation or other proceeding.

ARTICLE X

NO SEPARATE LEGAL ENTITY, NO JOINT FINANCING REQUIRED OR BUDGET REQUIRED, NO PERSONAL OR REAL PROPERTY WILL BE ACQUIRED

The parties specify it is not the intent of this interlocal agreement to create any separate legal entity. It is not the parties' intent that there will be any financing of joint or cooperative undertaking, or to establish any budget. It is not the intent of the parties to acquire, hold or dispose of any joint personal or real property pursuant to this agreement.

ARTICLE XI

GENERAL PROVISIONS

CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution by Asotin County's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

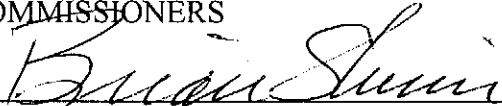
ASSIGNMENT Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontracting, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

SEVERABILITY 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 condition of this Agreement are declared severable.

ENTIRE AGREEMENT This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

FILING This Agreement shall be filed pursuant to RCW 39.34.040.

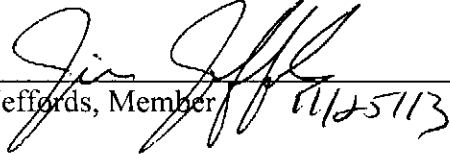
ASOTIN COUNTY BOARD OF
COMMISSIONERS



Brian Shinn, Chairman

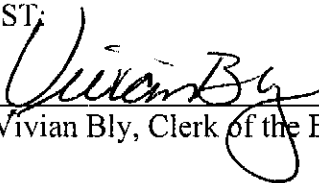


Jim Fuller, Vice Chair




Jim Jeffords, Member 11/25/13

ATTEST:

By: 

Vivian Bly, Clerk of the Board

APPROVED AS TO FORM:

By: 

Jane Bromner Risley
Chief Deputy Prosecuting Attorney #20791

ASOTIN COUNTY PUD



Tim Simpson
PUD Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____