

INTERLOCAL AGREEMENT

This Agreement, is made and entered into this ____ day of February 19, 1998, by and between WHITMAN COUNTY, WASHINGTON, a political subdivision of the State of Washington (hereinafter "County"), and the PORT OF WHITMAN COUNTY, a municipal corporation of the State of Washington, (hereinafter "the Port");

WHEREAS, from time to time certain materials/supplies/services may be requested of the Port by the County; and

WHEREAS, certain materials/supplies/services may be requested of the County by the Port.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The County and the Port shall provide materials/supplies/services, one to the other, in accordance with the terms hereof, except materials/supplies/services which comprise the ordinary and necessary governmental function of each party shall not be covered by this Agreement, it being intended that this Agreement shall apply only to those materials/supplies/services requested by one party of the other that the other would not otherwise ordinarily provide or perform in the discharge of its governmental duties.

2. All such materials/supplies/services shall be provided pursuant to a written request of one party to the other.

3. The materials/supplies/services shall be provided and performed in a manner and time convenient to the provider of the same.

4. All the costs of materials/supplies/services shall be reimbursed to the provider based upon the actual cost of labor, equipment rental, engineering, materials, and supplies used, plus all costs for fringe benefits to labor, including, but not limited to, social security, retirement, industrial insurance, prorated sick leave, holidays, vacation time, and group medical insurance. An additional charge of ten percent (10%) of the total cost will be billed for the overhead, accounting, and administrative services of the provider. The provider shall submit a statement of costs within thirty (30) days after completion of providing said supplies or performing said services and the same shall be paid within thirty (30) days of receipt.

5. Each party shall procure and maintain in full force and effect its own public liability insurance and property damage insurance and waive and hold harmless the other, its officials, employees, volunteers, and agents from all damages, costs, or expenses in law or equity, including

attorneys fees, costs and expenses that may arise out of damages to property, bodily injury or personal injury incurred by reason of any action or omission in connection with the providing of any materials/supplies/services in accordance herewith.

6. Each party hereby waives its rights to subrogation against the other for any loss or damage to real or personal property of the other, whether loss or damage is due to negligence of either party, their agents or employees, or any cause, and waives the entire claim and recovery for any loss to the real or personal property of either arising out of or incident to the occurrence of any of the perils which are covered by their respective property and related insurance policies.

If needed, each party shall use its best efforts to cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against the other party. Notwithstanding the foregoing, no such release shall be effective unless, and to the extent the aforesaid insurance policy or policies, shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated.

6. It is understood and agreed that this Agreement cannot be assigned, transferred, or any portion subcontracted

hereunder by either party without the prior written permission of the other first obtained.

7. This Agreement shall remain in full force and effect until rescinded or modified in writing by either party.

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

BOARD OF COUNTY COMMISSIONERS
WHITMAN COUNTY, WASHINGTON

By Hollis Jamison
Commissioner

By Paul M. Linder
Commissioner

By Des Wiger
Commissioner

PORT COMMISSIONERS

PORT OF WHITMAN COUNTY,
a municipal corporation

By David Stouffer
Commissioner

By [Signature]
Commissioner

By Paul S. Grant
Commissioner