

INTERGOVERNMENTAL AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____, by and between Grant County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and _____ hereinafter referred to as the "Agency".

WITNESSETH: It is Hereby Covenanted and Agreed as follows:

1. For all street work performed under this agreement, the Agency will make written application on forms supplied by the County. The County reserves the right to deny or approve each application of the agency on an individual basis. This agreement may be cancelled at any time by either party by giving the other party thirty (30) days written notice. All work performed by the County, under the terms of this agreement and supplemental agreements must be paid for in full, by the Agency, prior to cancellation of this agreement. Also, if any work performed by the County, is not paid for by the Agency within one year, from the first billing date, no additional work will be undertaken by the County until full payment is made by the Agency.
2. The County shall provide the necessary engineering, administrative and clerical services necessary for the execution of the project or work of the Agency, and in providing such services, the Director of Public Works may exercise all the powers and perform all the duties vested by law in the Agency.
3. The authority to administer this agreement is delegated to the Director of Public Works. The Director of Public Works is further authorized to administer requests from parties to this agreement without approval of the Board of County Commissioners provided such requests are estimated to be not more than \$3,000.00 per project. Requests estimated to cost more then \$3,000.00 will be reviewed by the Director and submitted for action to the Board of County Commissioners.
4. The Agency hereby agrees to reimburse the County for the costs of the work performed by the County Road Department, based on the actual cost of labor, equipment rental, engineering, materials used in the construction of maintenance work involved, plus all costs 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. In addition thereto, 10 percent (10%) of the total costs shall be added for overhead costs for accounting and billing and administrative services; provided, that the County shall submit to the Agency a certified statement of the costs and within thirty (30) days thereafter the Agency shall pay to the County the amount of said statement.
5. It is understood and agreed between the parties hereto that the Agency will hold the County and its officers, officials, agents and employees, harmless from all claims, losses, demands, actions or cause of action of any nature whatsoever by reason of the performance of this agreement by the County. The Agency further agrees to defend, at its own expense, the County and its officers, officials, agents and employees, in the event that any action is brought against the County and its officers, officials, agents and employees, as a result of any act or activity of the County and its officers, officials, agents and employees because of or in any way arising out of the work to be performed under this agreement

6. The Agency agrees to procure and maintain in full force and effect, and the county to be named as a named insured, public liability insurance in the sum of not less than _____ public liability and _____ property damage.
7. It is understood and agreed between the parties that this agreement cannot be assigned, transferred or any portion subcontracted hereunder by the County without the prior written permission of the Agency.
8. The County, in the performance of work under this agreement, shall abide by the provisions of RCW 35.77.020 and .040 and/or RCW 39.34 and RCW 36.75.20, whichever is applicable and WAC 136.32.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Attest:

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

Clerk of the Board

Member

Approved as to form:

Member

Clerk of the Board

Member

Name of Agency

By: _____

Title