

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between Whitman County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of _____ Palouse _____, a municipal corporation duly organized and existing and by virtue of the laws of the State of Washington, hereinafter referred to as the "City",

WITNESSETH:

WHEREAS, the City of Palouse does not have an adequate supply of raw material available to care for, maintain, construct and/or repair the city streets within the municipal boundaries.

WHEREAS, the County has the necessary raw material, and in consideration of the mutual covenants and agreements herein contained and pursuant to the laws of the State of Washington, in particular R.C.W. 35.77.020 and 35.77.030,

IT IS NOW, THEREFORE, covenanted and agreed as follows:

1. The County will provide the requested crushed rock for the city streets of the City of Palouse:

Equipment rental, crushed rock upon written request.

This agreement will be in effect indefinitely.

2. In addition thereto, then ten per cent (10%) of the total cost shall be added for overhead costs for accounting and billing and administrative services, provided, that the County shall submit to the City a certified statement of the costs and within thirty (30) days thereafter the City shall pay to the County the amount of said statement.

3. It is understood and agreed between the parties hereto that the City will hold the County harmless from all claims, losses, demands, actions or causes of action of any nature whatsoever by reason of the performance of this agreement by the County. The City further agrees to defend, at its own expense, the County in the event that any action is brought against the County as a result of any act or activity of the County or its agents or employees because of or in any way arising out of the work to be performed under this contract.

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4. The City 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 \$100,000.00 to \$300,000.00 public liability and \$25,000.00 property damage.

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

6. The County, in the performance of this contract shall abide by the provisions of R.C.W. 35.77.020, 030 and 040.

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

WHITMAN COUNTY, WASHINGTON

By *John Skelley Jr.*
Chairman
James Williams
Alan Brown
BOARD OF COUNTY COMMISSIONERS

CITY OF PALOUSE

X By *Robert Kramer*

ATTEST:

James Kepp
County Auditor & ex-Officio Clerk
of the Board

TOWN OF Palouse

ORDINANCE NO. _____

WHEREAS, there are certain Town streets hereinafter enumerated, in the
Town of Palouse, which are in need of certain maintenance
to-wit:

Equipment rental, crushed rock upon written request.

This agreement will be in effect indefinitely, and

WHEREAS, the county has agreed to perform said work,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF

Palouse:

That the agreement, copy of which is attached hereto, by and between
the County of Whitman, and the Town of Palouse for work on
the above-noted streets, be and the same is hereby approved.

DATED this _____ day of _____, 19_____.

X

MAYOR

Attest:

X

Town Clerk

COUNTY OF WHITMAN

RESOLUTION NO. _____

WHEREAS, the Town of Palouse has requested the county to perform certain equipment rental, crushed rock on the following listed streets within the Town to-wit:

Equipment rental and crushed rock upon written request. This agreement to be in effect indefinitely.

_____, and

WHEREAS, the county has agreed to perform said work,
NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

That the agreement, a copy of which is attached hereto, by and between Whitman County and the Town of Palouse, for work on the above-noted streets, be and the same is hereby approved.

DATED this 27th day of September, 1982.

BOARD OF COUNTY COMMISSIONERS

John Healey Jr
James P. Williams
Dan Bor

Attest:

James Repp
County Auditor & ex-Officio Clerk
of the Board