

INTERLOCAL AGREEMENT

THIS AGREEMENT entered into by and between the CITY OF McCLEARY, a municipal corporation organized under Title 35A of the Revised Code of Washington, hereinafter "CITY"; and McCLEARY SCHOOL DISTRICT NUMBER 65, a municipal corporation organized under Title 28A of the Revised Code of Washington, hereinafter "DISTRICT".

R E C I T A L S :

1. The CITY and DISTRICT are municipal corporations authorized to enter into interlocal agreements.
2. The DISTRICT currently is undertaking a project which will result in the improvement of recreational facilities at its school site.
3. The CITY has received the DISTRICT's request to undertake the provision of certain excavation services which

are required to prepare the site for the installation of the equipment. The CITY is willing to undertake this service for the DISTRICT so as to facilitate the construction project.

4. The parties wish to memorialize their agreement.

NOW, THEREFORE, it is agreed as follows:

SECTION I: The CITY shall provide to the DISTRICT the staff and equipment necessary to excavate and prepare the site for the installation of the new recreational equipment. The nature of the requested work is set forth upon Exhibit Number 1, as is the estimated cost of performance of the service. The parties specifically agree the DISTRICT shall reimburse the CITY for the actual equipment and labor costs incurred by the CITY in carrying forth the provision of these services: PROVIDED THAT, such cost shall not exceed \$ 500.00 without the prior approval of the District's Superintendent.

SECTION II: The DISTRICT shall defend, indemnify, and hold the CITY, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising

out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the DISTRICT and the CITY, its officers, officials, employees, and volunteers, the DISTRICT's liability hereunder shall be only to the extent of the DISTRICT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the DISTRICT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

SECTION III: EFFECTIVE DATE & TERMINATION

A. This agreement shall be deemed to become effective upon the date of the execution of the last signing

of the parties. It shall remain in full force and effect until the earlier occurring of the following:

1. Completion of the project.

2. One of the parties gives written notice of its intention to terminate its involvement and participation in the agreement. Such termination shall be effective thirty days following the date the notice of termination is given.

B. Termination shall not:

1. Affect the responsibility of any party to pay any moneys which are owing to the other party under the terms of this Agreement.

2. Relieve a party of the duty to complete the performance of contract or service assumed hereunder, upon which performance had commenced prior to the giving of notice of termination.

SECTION IV: In the event of any litigation arising out of this contract, the parties agree the courts of the County of Grays Harbor shall be the courts of proper venue. Further, in addition to any other relief granted to the prevailing party, the prevailing party shall be entitled to a judgment for such sum as the court determines to represent

reasonable attorneys' fees and costs incurred in the litigation by the prevailing party.

SECTION V:

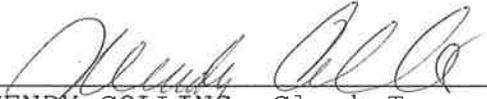
A. The parties agree that this writing represents the entire agreement between the parties and constitutes an integration of all negotiations.

B. All notices shall be in writing. Any notice to be given to the CITY shall be given to the Clerk-treasurer of the CITY. Any notice to be given to the DISTRICT shall be given to the DISTRICT's Superintendent. If mailed, they shall be deemed received upon the third business day following their mailing, properly addressed and postage prepaid, to the address stated below. If personally delivered, they shall be deemed received upon the date of actual receipt. For purposes of receipt of notice, the CITY's address is 100 S. 3rd Street, McCleary, Washington 98557. The DISTRICTS' address shall be 611 South Main, McCleary, Washington 98557.

C. If any section, provision, or part hereof shall be adjudged to be invalid by a Court of competent jurisdiction, such adjudication shall not affect the validity

BRENT SCHILLER, Mayor

ATTEST:



WENDY COLLINS, Clerk-Treasurer