

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ILWACO AND PACIFIC COUNTY**

This Agreement made and entered into this _____ day of _____, 2011, by and between the City of Ilwaco, a Washington Municipal Corporation, hereafter referred to as "CITY" and Pacific County, Washington, hereafter referred to as "COUNTY."

WHEREAS, by the authority granted in RCW 39.34, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the CITY has received grant from WA State Department of Ecology to spray Black Lake with aquatic pesticide; and

WHEREAS, the COUNTY has the equipment and expertise to perform the work and are willing to donate that service to the CITY.

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter set forth, it is mutually agreed as follows:

SECTION 1. City Responsibilities

1.1 The CITY will manage the grant with WA State Department of Ecology for spraying Black Lake with aquatic pesticide.

1.2 In accepting this Agreement, the CITY does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, action, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or for all third-party claims arising from or related to COUNTY's spraying of Black Lake, excluding workers compensation claims, or claims solely caused by a negligent or intentional act of COUNTY agents. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CITY, shall defend the suit or action as their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, employees, or any combination thereof.

1.3 The CITY will name the COUNTY as an additional insured on its liability insurance policy and its liability insurance shall be primary to the COUNTY's and the CITY's liability insurance policy shall so state.

SECTION 2. County Responsibilities

2.1 The COUNTY will provide equipment and licensed professional employees to apply aquatic spray, as match for the Department of Ecology grant.

City of Ilwaco
Ilwaco, Washington

Mike Cassinelli, Mayor

Date: _____

BOARD OF COUNTY COMMISSIONERS
Pacific County, Washington

Norman B. Cuffel, Chairman

Date: _____