

**INTERLOCAL AGREEMENT FOR TRANSFER OF FUNDS FROM THE CITY
OF CLARKSTON TO ASOTIN COUNTY TO BE USED FOR MAINTENANCE
AND OPERATION COSTS FOR THE ASOTIN COUNTY FAMILY AQUATIC
CENTER.**

This Interlocal Agreement is made and entered into by and between the City of Clarkston, a municipal corporation, (City) and the County of Asotin, a municipality, (County).

RECITALS

WHEREAS, the County implemented a local option sales tax of .3% under the provision so the Revised Code of Washington (RCW) Chapter 82.14.030(2), to increase revenues to be used to fund the Asotin County Aquatic Center; and

WHEREAS, the citizens of the City of Clarkston derive a benefit from use of the Asotin County Aquatic Center; and

WHEREAS, the City also implemented a .3% local option sales tax under the provisions of RCW 82.14 for use in its General Fund; and

WHEREAS, the County and the City rescinded the Real Estate Excise Tax under the provisions of RCW 82.46.010;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

**SECTION ONE
SCOPE AND DESCRIPTION**

Pursuant to RCW 39.34, the City agrees to contribute \$160,000 to be made in equal monthly installments toward the costs of maintenance and operation of the Asotin County Family Aquatic Center. That sum will be transferred from the City to the County and deposited into Fund 440 – Asotin County Family Aquatic Center – for the sole purpose of maintenance and operation of the Aquatic Center and shall be paid as hereafter set forth in Section Three.

**SECTION TWO
MAINTENANCE OF OPERATIONS**

The City's contribution shall be transferred to Fund 440 – Asotin County Family Aquatic Center. The contribution shall only be used for expenditures of maintenance and operation costs of the center. All debt service shall be the responsibility of the County and none of the contributed funds shall be used.

**SECTION THREE
CONDUCT OF INTERLOCAL AGREEMENT**

The County Shall:

- a) Supply the City of Clarkston with a copy of the adopted budget for Fund 440 in each year the City makes a contribution.
- b) Ensure that adequate records of revenue and expenditures are maintained and audited by the Washington State Auditors.

c) Be responsible for all debt service expenditures for the Aquatic Center and shall not use any fund received from the City for that purpose.

The City shall:

a) Distribute the lump sum amount to the County on a monthly basis, as it is received from the Washington State Department of Revenue in each year the City decides to make a contribution.

SECTION FOUR RECORDS AND ACCOUNTING

The County shall maintain or cause to be maintained books of accounts concerning the total operation of the Interlocal Agreement, in which books shall be entered, fully and accurately, each transaction pertaining to the Interlocal Agreement. The fiscal year of the Interlocal Agreement shall commence on January 1, 2010 and close on December 31, 2010.

SECTION FIVE TERM

The effective date of the Interlocal Agreement shall be January 1, 2010 and terminate on December 31, 2010. On or before November 1st of each year the City and the County will determine if this Interlocal Agreement may be continued for another year, or for such times as the parties may then see appropriate. If no agreement to continue is reached this agreement shall terminate on December 31 of the year in which it was last renewed.

SECTION SIX TERMINATION OF INTERLOCAL AGREEMENT

Except as provided in section five, above, it is agreed that either the City or the County may terminate this Interlocal Agreement with 180 days notice and such termination shall be in writing. The agreement can be terminated at any time provided both parties are in agreement on the terms of such termination.

In the event the City can demonstrate that the funds are no longer needed or are not being used for the operation and maintenance of the Asotin County Family Aquatic Center this agreement shall be terminated 30 days after the notification to the County of such termination. Written notices shall be sent by certified mail to:

City of Clarkston
Attn: Vickie Storey, Clerk-Treasurer
830 5th Street
Clarkston, WA 99403

Asotin County
Attn: Kelly Dougherty, CFO
P O Box 250
Asotin, WA 99402

SECTION SEVEN
HOLD HARMLESS OF INTERLOCAL AGREEMENT

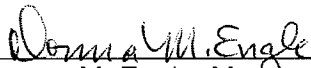
The County agrees to defend, indemnify, and hold harmless the City of Clarkston and its officers, officials, agent employees, and volunteers from any and all claims, injuries, damages, losses or suits including reasonable attorney's fees, which arise out of, are connected with, or due to any errors, omissions or negligent acts, with regard to operation of the Aquatic Center.

The only duty assumed under the terms of this agreement by the City of Clarkston is the duty to timely pay money as agreed herein.

SECTION EIGHT
EFFECTIVE DATE

In witness whereof, the parties have executed this Interlocal Agreement at the day and year first above written.

CITY OF CLARKSTON

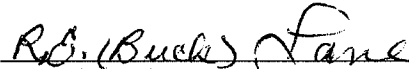


Donna M. Engle, Mayor

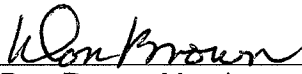
ASOTIN COUNTY



Doug Mattoon, Chair

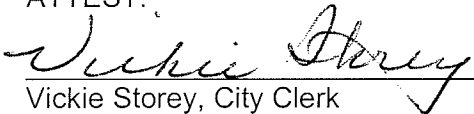


R. E. (Buck) Lane, Vice Chair

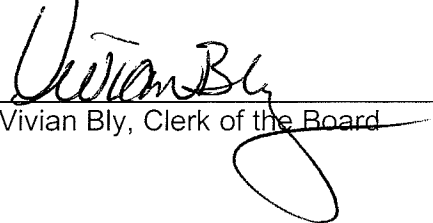


Don Brown, Member

ATTEST:



Vickie Storey, City Clerk



Vivian Bly, Clerk of the Board

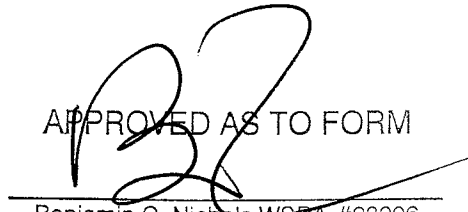
APPROVED AS TO FORM:



James Grow, City Attorney

Ben Nichols, Prosecuting Attorney

APPROVED AS TO FORM



Benjamin C. Nichols WSBBA #23006
Asotin County Prosecuting Attorney