

**BOARD OF COUNTY COMMISSIONERS**  
**Grant County, Washington**

**RESOLUTION AUTHORIZING EXECUTION  
OF INTERLOCAL AGREEMENT WITH THE  
MOSES LAKE IRRIGATION AND  
REHABILITATION DISTRICT**

RESOLUTION No. 15-010-CC

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Grant County, Washington, by and through the Grant County Public Works, and the Moses Lake Irrigation and Rehabilitation District (hereafter MLIRD) are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

**WHEREAS**, in or about September of 2013, an MLIRD facility, Moses Lake North Dam State ID #GT41-129, Federal ID #WA00129, was in imminent danger of failing; and

**WHEREAS**, MLIRD has concluded it is more cost effective to build a new structure to replace the dam rather than to attempt to repair the existing dam owing to the condition of the soils below, the condition of the existing structure, and its obsolete design; and

**WHEREAS**, the County owns and maintains Sand Dunes Road, Road Log #21590, with a portion of such road previously closed (M.P. 6.61 to M.P. 6.63) due to the condition of Moses Lake North Dam; and

**WHEREAS**, Sand Dunes Road provides one of two access points to the County's Off Road Vehicle Park, various recreational uses in the area, and allows farm machinery travel around the lake instead of crossing the lake on Interstate 90; and

**WHEREAS**, Sand Dunes Road is the only emergency bypass within reasonable proximity, in the event Interstate 90 is closed in or about the same area; and

**WHEREAS**, the County has designated a County Road Project (CRP 14-11) for the purpose of constructing a new bridge on Sand Dunes Road, a portion which will be situated upon and across the new structure as contemplated by MLIRD; and

**WHEREAS**, it is the desire of Grant County and the MLIRD to enter into an interlocal agreement for the purpose of constructing the aforementioned bridge;

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Interlocal Agreement between Grant County and MLIRD be executed by and between Grant County, through its Public Works Department, and the MLIRD.

PASSED AND ADOPTED this 21 day of January, 2015

**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

Yea    Nay    Abstain

Richard Stevens  
Richard Stevens, Chair

Cindy Carter  
Cindy Carter, Vice-Chair

Carolann Swartz  
Carolann Swartz, Member

ATTEST:

[Signature]  
Clerk of the Board

## INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into between Grant County ("County"), a third-class county, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, by and through the Grant County Public Works Department, and the Moses Lake Irrigation and Rehabilitation District, a special purpose district duly formed pursuant to chapters 87.03 and 87.84 RCW ("MLIRD").

### I. RECITALS

WHEREAS, the Interlocal Cooperation Act as codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, in or about September of 2013, an MLIRD facility, Moses Lake North Dam State ID #GT41-129, Federal ID #WA00129, was in imminent danger of failing; and

WHEREAS, MLIRD has concluded it is more cost effective to build a new structure to replace the dam rather than to attempt to repair the existing dam owing to the condition of the soils below, the condition of the existing structure, and its obsolete design; and

WHEREAS, the Parties are entering into this Agreement as an accommodation to each of their responsible duties and mutual benefit to each.

WHEREAS, the County owns and maintains Sand Dunes Road, Road Log #21590, with a portion of such road previously closed (M.P. 6.61 to M.P. 6.63) due to the condition of Moses Lake North Dam; and

WHEREAS, Sand Dunes Road provides one of two access points to the County's Off Road Vehicle Park, various recreational uses in the area, and allows farm machinery travel around the lake instead of crossing the lake on Interstate 90; and

WHEREAS, Sand Dunes Road is the only emergency bypass within reasonable proximity, in the event Interstate 90 is closed in or about the same area; and

WHEREAS, the County has designated a County Road Project (CRP 14-11) for the purpose of constructing a new bridge on Sand Dunes Road, a portion of which will be situated upon and across the new structure as contemplated by MLIRD.

### II. AGREEMENTS

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, Grant County and Moses Lake Irrigation and Rehabilitation District agree as follows:

A MLIRD shall provide the necessary and preliminary engineering, design, surveying and contract administration for the construction of CRP 14-11. The work for

CRP 14-11 -is limited to the bridge for Sand Dunes Road, minor approach work, and other work on Sand Dunes Road per the approved Moses Lake North Dam Replacement Project Phase 2 – Bridge and Roadway 2014 plans approved by the County Road Engineer on December 22, 2014 unless modified in writing signed by both the County Road Engineer and the MLIRD Chairman. The County Road Engineer shall approve all work for CRP 14-11 prior to the performance of any construction.

B. The County agrees to reimburse MLIRD for costs related to the work performed by MLIRD, and by contractors approved by MLIRD and the County, **up to Six Hundred Fifty Thousand Dollars (\$650,000.00)**, with such work more specifically set forth in Paragraph II.A. Costs shall be based on actual costs of labor, equipment rental, engineering and materials used on CRP 14-11, plus 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.

C. Neither this Agreement or any content herein shall create an employer-employee or principal-agent relationship, and/or partnership or joint venture between the County and the MLIRD.

D. All work shall comply with bidding laws and other Federal, State and local regulations governing the performance of such work.

E. The MLIRD will bill the County on a monthly basis at the completion of each calendar month concerning authorized work performed by the MLIRD. Billings and invoices submitted to the County by the MLIRD shall clearly state and separate out costs related CRP 14-11 from any costs related to the new Moses Lake North Dam as contemplated by the MLIRD. Said billings shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000.00) as stated in Section B of this Agreement.

F. Within thirty (30) days following the receipt of billing statements and/or invoices as described in Paragraph II.E, the County shall compensate the MLIRD for all approved costs associated and/or related to CRP 14-11. Such compensation and/or payment shall be contingent upon the County Road Engineer's approval.

G. The County may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect County from loss or damage as a result of the MLIRD's failure to perform in accordance with this Agreement. PROVIDED: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, the County shall deliver written notice of such failure to the MLIRD. The MLIRD shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default of this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the MLIRD shall not be in default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

H. MLIRD shall provide the County with all As Constructed drawings and Inspection reports.

I. The Construction of CRP 14-11 shall be completed on or before December 31, 2015.

J. During the term of this Agreement and for a period not less than six (6) years from the date of final payment by the County, the records and accounts pertaining to this Agreement are to be kept available for inspection and audit and copies of all records, accounts, documents or other data pertaining to the agreement will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six year retention period.

K. Neither party shall assign or transfer this Agreement or any portion of this Agreement or any of its rights or responsibilities hereunder, without the prior written consent of the other party.

L. Either the County or MLIRD may request changes to the provisions contained in the agreement. Such changes shall be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this agreement shall be valid unless made in writing and signed by authorized representatives of the County or MLIRD.

M. This Agreement can be terminated by either party without cause upon ninety (90) day written notice to the other party.

N. Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to:

GRANT COUNTY:                    Jeff Tincher, Director  
Grant County Public Works  
124 Enterprise St SE  
Ephrata WA 98823-0037

MLIRD:                                Chris Overland, General Manager  
Moses Lake Irrigation and Rehabilitation District  
932 E. Wheeler Rd.  
Moses Lake, WA 98837

Or at such other address as either party may designate to the other in writing from time to time.

O. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be in Grant County, Washington.

P. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

Q. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner through mediation. A mediator shall be selected by mutual agreement of the parties and both parties agree to be reasonable in the selection of the mediator. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and/or presentation of evidence. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW, subsequent to mediation as set forth herein.

R. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the Grant County Public Works Department and the MLIRD.

S. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements, contracts and understandings, written or oral. This Agreement cannot be terminated, amended or modified except by a written instrument executed by the County and MLIRD, except as set forth herein. The parties hereby acknowledge the Agreement was mutually negotiated, drafted and agreed to by both parties.

THIS AGREEMENT, consisting of six (6) pages is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

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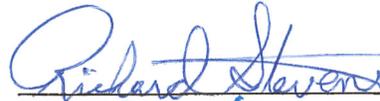
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DATED the 21 of January, 2015.

BOARD OF COUNTY COMMISSIONERS

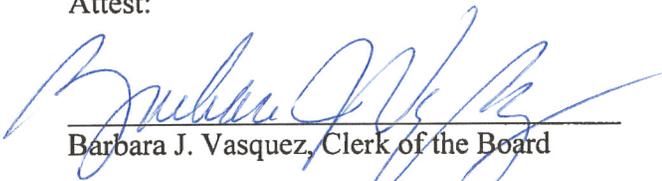
  
Richard Stevens, Chair

  
Cindy Carter, Vice Chair

  
Carolann Swartz, Member

  
Jeff Tincher, Director  
Grant County Public Works

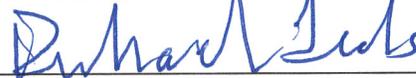
Attest:

  
Barbara J. Vasquez, Clerk of the Board

  
Garth Dano  
Prosecuting Attorney

DATED the 13<sup>th</sup> of JANUARY, 2015.

MOSES LAKE IRRIGATION AND  
REHABILITATION DISTRICT



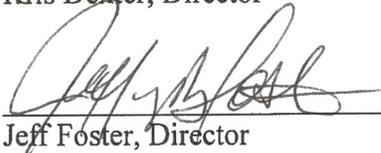
Richard Teals, Director



Mary Perry, Director



Kris Dexter, Director



Jeff Foster, Director



Bill Bailey, Director

FOR BRIAN J. ILLER AS AUTHORIZED BY EMAIL



Brian J. Iller  
Attorney for Moses Lake Irrigation and  
Rehabilitation District