

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

**RESOLUTION AUTHORIZING  
EXECUTION OF INTERLOCAL  
AGREEMENT BETWEEN GRANT  
COUNTY AND ADAMS COUNTY**

RESOLUTION No. 19-<sup>017</sup>-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, a political subdivision of the State of Washington, by and through Grant County Public Works, and Adams County are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

**WHEREAS**, the County and Adams County in the interest of better administration and more effective measures as applies to all future maintenance of and improvement to the County Roads lying on the boundary between the two counties; and

**WHEREAS**, Grant County and Adams County desire to memorialize the terms and conditions of the Agreement between the parties regarding the maintenance of and improvement to the County Roads lying on the boundary between the two counties.

**NOW, THEREFORE, BE IT RESOLVED**, that the Interlocal Agreement Regarding Future Maintenance of and improvement to the County Roads lying on the boundary between Grant County and Adams County be executed by and between the aforementioned parties.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of February, 2019

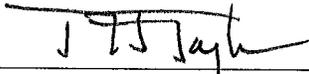
**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

Yea    Nay    Abstain

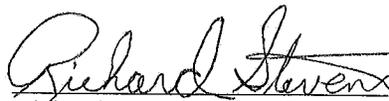
      

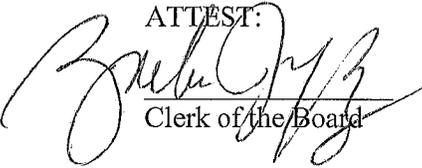
      

  
\_\_\_\_\_  
Tom Taylor, Chair

  
\_\_\_\_\_  
Cindy Carter, Vice-Chair

  
\_\_\_\_\_  
Richard Stevens, Member

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

## Adams County and Grant County INTERLOCAL AGREEMENT for Road Maintenance

This agreement made and entered into this \_\_\_\_\_, by and between Adams County and Grant County, both political subdivisions of Washington; in the interest of better administration and more effective measures as applies to all future maintenance of and improvement to the County Roads lying on the boundary between the two counties; contemplate equal divisions of responsibility as follows:

1. Maintenance

The roads or parts thereof which shall be the sole responsibility of each county are identified on the table in **Exhibit A** and color coded on **Exhibits B through E maps**.

2. Improvements (Construction)

The division of costs for all improvements henceforth undertaken shall be on the basis of equal shares to each county of the total cost of materials, labor and equipment rental, and all such future improvements shall be subject to approval by both counties in advance of any work to be undertaken. Further, there shall be a clear understanding of the amount and kind of work to be performed by each county, with proper accounting of the cost, to insure equal sharing regardless of which county may have, by pre-arrangement, contributed the greater amount of value to the improvement. The county which shall have contributed the lesser value to each such improvement shall reimburse the other by the amount necessary to equalize the total cost between the counties.

3. Permits for building access onto County maintained roads

Each county will forward permits for all shared roads, regardless of the side the parcel falls in, so that both Engineers and/or their techs may review the work to be done. The County granting the final permit will be the County that the parcel resides in; fees will only be due to the granting County and shall be in accordance with the applicable fee schedule. Permits will be reviewed in a timely manner to maintain a 2 weeks turn around time.

4. Termination of Agreement

Each county can terminate this agreement at will and without cause by giving a thirty (30) day written notice of their intent to the other county.

5. Time for Beginning and Completion

This Agreement shall commence on the latter of the dates signed by the parties below and shall continue for a period of twelve (12) months, unless terminated sooner in accordance with the provisions of this Agreement. Thereafter, this

Agreement will automatically continue until either party provides notice of termination in accordance with the provisions of this Agreement.

6. Indemnification

Adams County and Grant County each agree to indemnify one another to the extent of the indemnitor's negligence as permitted in RCW 4.24.115.

7. Assignment

This Agreement may not be assigned in whole or in part by either party, without prior written approval of the other party.

8. Modification

This Agreement may be modified, amended, changed or terminated, in whole or in part, at any time, only upon the mutual written consent of both counties. A copy of any such written consent shall be appended to this Agreement and by this reference incorporated herein.

9. Dispute Resolution

Adams County and Grant County agree that any dispute arising out of this agreement shall first be attempted to be settled through negotiations by appointed representatives of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree on a third person to chair the panel. The dispute panel shall thereafter decide the dispute with the majority prevailing. No party shall have recourse to the courts unless and attempt has been made to settle the dispute under the mechanism set forth herein.

Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the County at the Adams County Commissioner's Office, 210 W. Broadway, Ritzville, Washington 99169, or to Grant County Public Works Director at 124 Enterprise Street SE, Ephrata, Washington 98823.

10. Partial Invalidity

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

11. Entire Agreement

This Agreement shall contain all of the terms and conditions to be agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind the parties.

12. Headings

The section headings, captions and titles contained in this agreement are intended for convenience and reference only, and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

DATED this 19<sup>th</sup> day of February, 2019.

**BOARD OF COUNTY COMMISSIONERS**

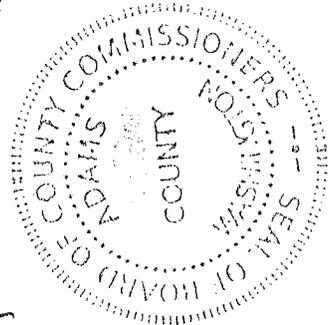
**ADAMS COUNTY, WASHINGTON**

Yea      Nay      Abstain

*John N. Marshall*  
John N. Marshall, Chairman

*Roger L. Hartwig*  
Roger L. Hartwig, Vice-Chairman

*Terrance J. Thompson*  
Terrance J. Thompson, Commissioner



ATTEST:

*Patricia J. Phillips*

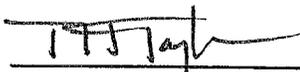
Patricia J. Phillips, Clerk of the Board

DATED this 25<sup>th</sup> day of February, 2019

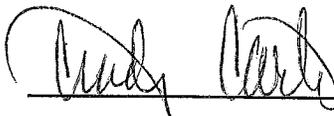
**BOARD OF COUNTY COMMISSIONERS**

**GRANT COUNTY, WASHINGTON**

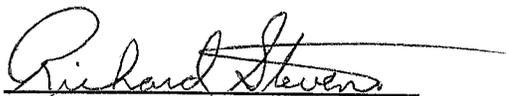
Yea      Nay      Abstain



Tom Taylor, Chair

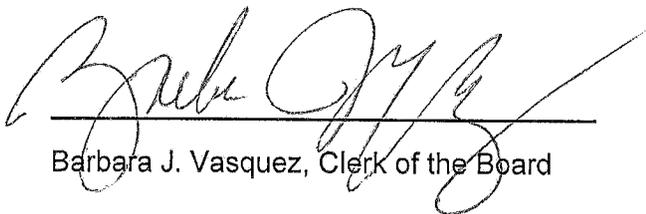


Cindy Carter, Vice Chair



Richard Stevens, Member

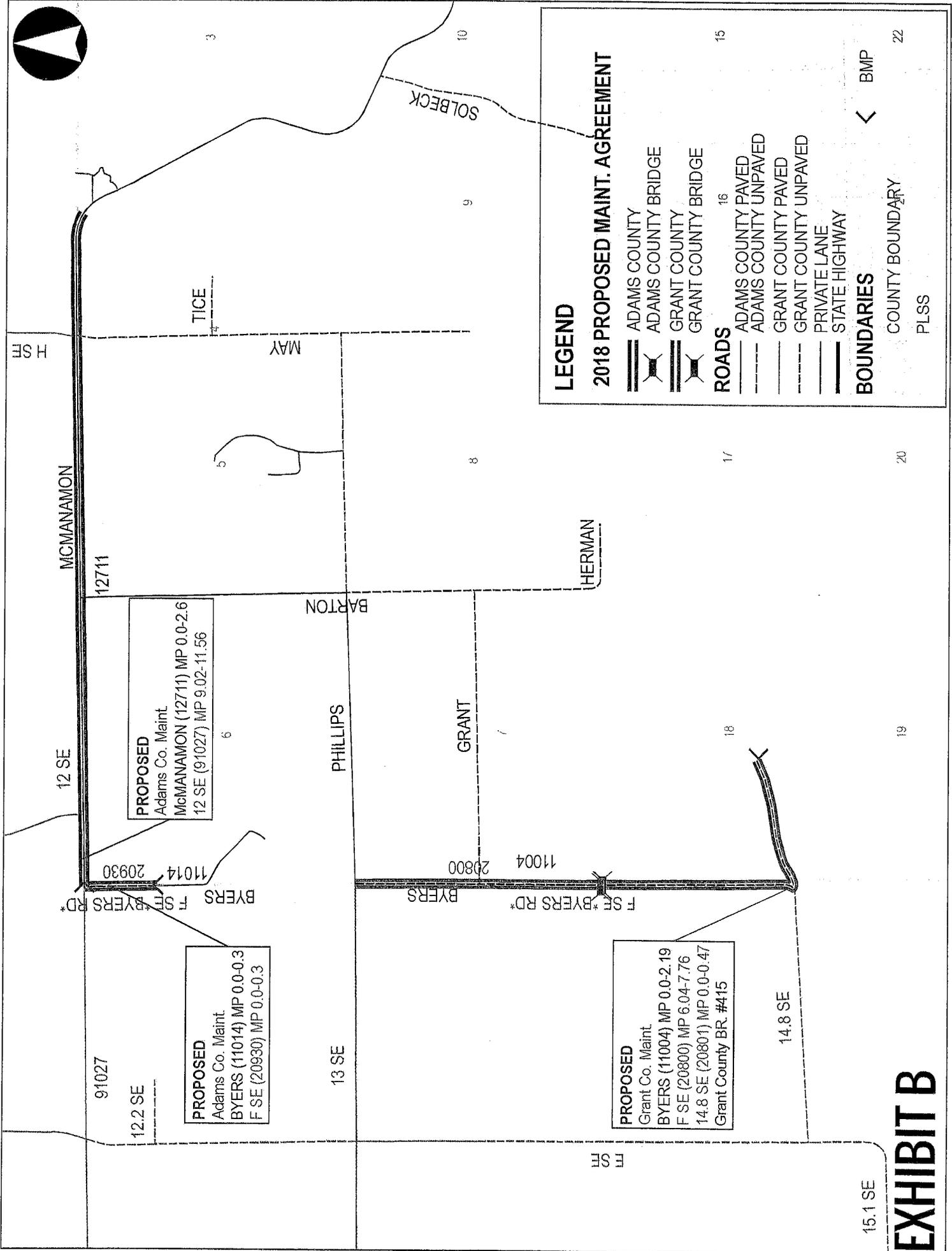
ATTEST:



Barbara J. Vasquez, Clerk of the Board

# Exhibit "A"

Adams County Roadlog Information					Grant County Roadlog Information							
Roadlog Number	Roadname	BMP/	EMP/	Adams County Miles	Roadlog Number	Roadname	BMP/	EMP/	Grant County Miles	Surface	Exhibit	Maintained by
63074	Fox	1.01	3.01	2	44010	X NE	1.01	3.03	2.02	GRV	E	Grant
63061	Fox	0.14	5.16	5.02	92049	X SE	1.05	6.07	5.02	BST	D	Grant
63061	Fox	0	0.14	0.14	24715	X SE	0	0.13	0.13	GRV	D	Adams
12722	Providence	0	0.82	0.82	24420	12 SE	0	1	1	BST	C	Adams
22724	Providence	0	7.27	7.27	24400	12 SE	0	7.27	7.27	GRV	C	Adams
	Bridge 422-3										C	Adams
	Bridge 413-3										C	Adams
					24530	W.5 SE	0	0.46	0.46	GRV	C	Adams
12711	McManamon	0	2.6	2.6	91027	12 SE	9.02	11.56	2.54	ACP	B	Adams
11014	Byers	0	0.3	0.3	20930	F SE	0	0.3	0.3	GRV	B	Adams
11004	Byers	0	2.19	2.19	20800	F SE	6.04	7.76	1.72	GRV	B	Grant
						Bridge 415					B	Grant
					20801	14.8 SE	0	0.47	0.47		B	Grant
11.59 Adams Co Miles Maintained					9.23 Grant Co Miles Maintained							



**LEGEND**

**2018 PROPOSED MAINT. AGREEMENT**

- ADAMS COUNTY
- ADAMS COUNTY BRIDGE
- GRANT COUNTY
- GRANT COUNTY BRIDGE

**ROADS**

- ADAMS COUNTY PAVED
- ADAMS COUNTY UNPAVED
- GRANT COUNTY PAVED
- GRANT COUNTY UNPAVED
- PRIVATE LANE
- STATE HIGHWAY

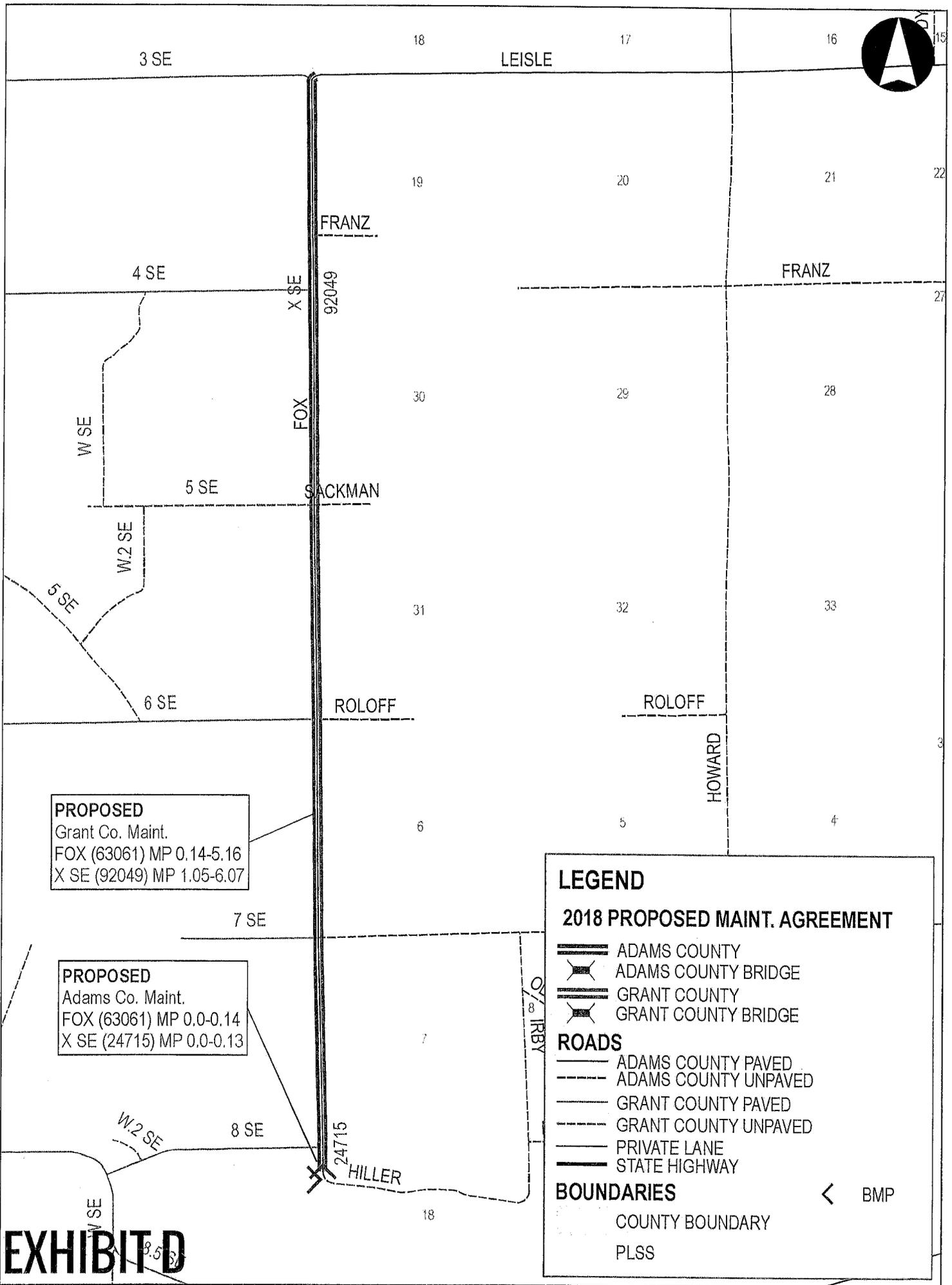
**BOUNDARIES**

- COUNTY BOUNDARY
- PLSS

15.1 SE

**EXHIBIT B**





**PROPOSED**  
 Grant Co. Maint.  
 FOX (63061) MP 0.14-5.16  
 X SE (92049) MP 1.05-6.07

**PROPOSED**  
 Adams Co. Maint.  
 FOX (63061) MP 0.0-0.14  
 X SE (24715) MP 0.0-0.13

**LEGEND**

**2018 PROPOSED MAINT. AGREEMENT**

- ADAMS COUNTY
- ADAMS COUNTY BRIDGE
- GRANT COUNTY
- GRANT COUNTY BRIDGE

**ROADS**

- ADAMS COUNTY PAVED
- ADAMS COUNTY UNPAVED
- GRANT COUNTY PAVED
- GRANT COUNTY UNPAVED
- PRIVATE LANE
- STATE HIGHWAY

**BOUNDARIES**

- COUNTY BOUNDARY
- PLSS

BMP

**EXHIBIT D**



5 NE

6

SCHOESSLER

**PROPOSED**  
 Grant Co. Maint.  
 FOX (63074) MP 1.01-3.01  
 X NE (44010) MP 1.01-3.03

7

8

X NE

44010

4 NE

FOX

3 NE

63074

### LEGEND

#### 2018 PROPOSED MAINT. AGREEMENT

- ADAMS COUNTY
- ADAMS COUNTY BRIDGE
- GRANT COUNTY
- GRANT COUNTY BRIDGE

#### ROADS

- ADAMS COUNTY PAVED
- ADAMS COUNTY UNPAVED
- GRANT COUNTY PAVED
- GRANT COUNTY UNPAVED
- PRIVATE LANE
- STATE HIGHWAY

#### BOUNDARIES

- COUNTY BOUNDARY
- PLSS

< BMP

# EXHIBIT E