

#10

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

**RESOLUTION PROVIDING FOR AN
INTEIM COUNTY ENGINEER**

RESOLUTION No. 20-015-CC

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes intergovernmental agencies to execute cooperation agreements for the purpose of providing services and facilities for the benefit of the public and participating agencies; and

WHEREAS, the County Engineer position in Grant County will become vacant January 31, 2020, and

WHEREAS, there is currently no licensed professional engineer on the Grant County staff to provide the services of a professional engineer to serve as the County Engineer as required by RCW 36.80, and

WHEREAS, WAC 136-12 outlines the procedures for using an Acting County Engineer whom is an unlicensed professional civil engineer for the functions of the office not requiring a professional civil engineer, and

WHEREAS, designating a licensed professional civil engineer to perform all professional civil engineering functions during the interim period as required by chapter 18.43 RCW, and

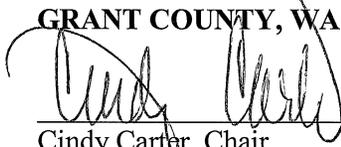
WHEREAS, RCW 36.80.010 allows a county to contract with another county for the engineering services of a county road engineer from another county, and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that Adams County is hereby authorized to perform all engineering services requiring a professional civil engineer's licenses. This resolution shall remain in effect until the County hires a new full time engineer.

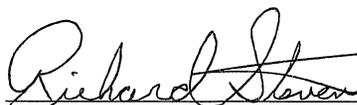
PASSED AND ADOPTED this 3rd day of February 2020

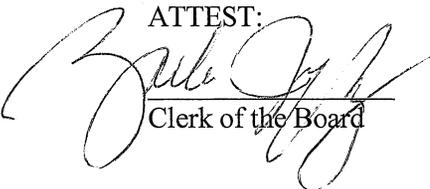
**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea	Nay	Abstain
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Cindy Carter, Chair

EXCUSED
Tom Taylor, Vice-Chair


Richard Stevens, Member

ATTEST:

Clerk of the Board

INTERLOCAL COOPERATION AGREEMENT

SECTION 1 – PARTIES

THIS INTERLOCAL COOPERATION AGREEMENT is entered into this _____ day of February, 2020, by and between Grant County, a subdivision of the State of Washington, and Adams County, a subdivision of the State of Washington.

SECTION 2 – RECITALS

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes intergovernmental agencies to execute cooperation agreements for the purpose of providing services and facilities for the benefit of the public and participating agencies; and

WHEREAS, the County Engineer position in Grant County will become vacant January 31, 2020, and

WHEREAS, there is currently no licensed professional engineer on the Grant County staff to provide the services of a professional engineer to serve as the County Engineer as required by RCW 36.80, and

WHEREAS, WAC 136-12 outlines the procedures for using an Acting County Engineer whom is an unlicensed professional civil engineer for the functions of the office not requiring a professional civil engineer, and

WHEREAS, designating a licensed professional civil engineer to perform all professional civil engineering functions during the interim period as required by chapter 18.43 RCW, and

WHEREAS, RCW 36.80.010 allows a county to contract with another county for the engineering services of a county road engineer from another county, and

NOW, THEREFORE, in consideration of the benefit of this agreement, the parties agree as follows:

SECTION 3. TERMS AND CONDITIONS

The terms and conditions are described in Exhibit A as attached.

SECTION 4. INDEMNIFICATION

Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this Agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this Agreement.

This section shall survive termination of this Agreement.

SECTION 5. INSURANCE

Each entity shall obtain and maintain personal injury and property damage liability insurance in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence, annual aggregate.

SECTION 6. TERMINATION

Either County may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

SECTION 7. DISPUTE RESOLUTION

In the event of any dispute or difference arising because of this Agreement or any provision or term thereof or the use of and/or payment for any facility for the purpose of this Agreement, the dispute or difference shall be resolved jointly by the Grant County and Adams County Boards of County Commissioners. Such decision shall be arrived at as expeditiously as possible.

SECTION 8. THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create such rights.

SECTION 9. INTEGRATED AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement of the parties, and may be amended at any time in writing by mutual agreement.

SECTION 10. GENERAL PROVISIONS

This agreement shall be effective upon the duly authorized signatures of the parties' representatives.

This agreement will supersede any and all prior interlocal agreements between the parties with regard to engineering services only.

EXHIBIT A – Grant County/Adams County Engineering Agreement

1. DUTIES

Grant County agrees to designate, by resolution, an Acting County engineer from their current staff to perform all functions of the office not requiring a professional civil engineer.

Adams County agrees to employ staff whom are registered as professional civil engineers to perform all civil engineering functions as required by Chapter 18.43 RCW, as the professional Civil engineer, as defined in WAC 136-12-030, and gives Grant County the authorization to use said staff, until the County Engineer position can be filled by a professional civil engineer in a full-time capacity or the term of this agreement expires.

Adams County and Grant County further agree that such duties shall be carried out in a manner that preserves the ability of the Engineer to act without undue interference in professional matters and statutory requirements of the position, and will as a body provide appropriate policy direction for carrying out management and supervisory responsibilities.

2. OUTSIDE EMPLOYMENT

The staff will remain the exclusive employees of Adams County and shall not become employed by any other governmental or private employer, except as established in this agreement.

3. EXPENSES

Grant County shall reimburse Adams County for all costs associated with the providing of engineering services which include but are not limited to labor, equipment, travel and supplies necessary to complete the said work.

4. TERM

The term of this Agreement shall expire on **March 31st, 2020** unless otherwise extended by mutual agreement of both parties in writing. Total length of agreement, regardless of extensions, shall not exceed July 31st, 2020.

5. HOURS OF WORK

The Engineer's daily and weekly work schedule shall vary in accordance with the work to be performed, including such time as may be necessary outside normal office hours.

6. ENTITLEMENT TO BENEFITS AND INDEMNIFICATION

Nothing contained in this Agreement shall in any way jeopardize the Engineer's right to all benefits to which Adams County non-bargaining employees are entitled at the effective date of this Agreement. All such benefits shall be incorporated within the terms and conditions of this Agreement as if they had been fully set forth herein. All other benefits to

which Adams County non-bargaining employees may become entitled during the term of this Agreement shall likewise become incorporated within the terms and conditions of this Agreement.

Grant County agrees to pay for the statutorily required bond for the position of County Engineer independently, and indemnify and hold harmless the Engineer from any claims, demands, suits, judgments and personal liability of any kind brought by another party which arise either directly or indirectly out of the good faith discharge of his duties and within the scope of his employment. This indemnification and hold harmless shall continue after the termination of the Engineer's employment but only insofar as it relates back to claims arising out of the scope of their employment. The determination to defend the Engineer shall be made by Adams County Prosecuting Attorney.

7. MODIFICATION

This Agreement may be modified only upon written agreement of the parties.

ADAMS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Chairman

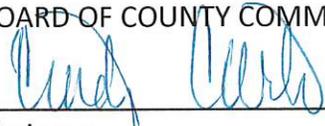
Commissioner

Commissioner

ATTEST:

CLERK OF THE BOARD

GRANT COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



Chairman

Excused

Commissioner



Commissioner

ATTEST:



CLERK OF THE BOARD