

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
WILSON CREEK SCHOOL DISTRICT 167-202 AND
GRANT COUNTY PUBLIC WORKS DEPARTMENT
REGARDING COOPERATIVE USE OF
FACILITIES, EQUIPMENT, MATERIALS, AND PERSONNEL**

SECTION 1. PARTIES

This Interlocal Agreement (“Agreement”) is entered into by and between Wilson Creek School District, a municipal corporation of the State of Washington (“Wilson Creek School District 167-202”), P.O. Box 46, Wilson Creek, WA 98860, and GRANT COUNTY PUBLIC WORKS DEPARTMENT, a municipal corporation of the State of Washington (“Grant County”), 124 Enterprise Street S.E., Ephrata, WA 98823.

SECTION 2. RECITALS

WHEREAS, Wilson Creek School District is a public school of Grant County; and

WHEREAS, the Grant County Public Works Department provides municipal services to residents of Grant County; and

WHEREAS, these Agencies desire to formalize an operational framework that will encourage and promote the coordination and usage of the facilities and resources of both entities; and

WHEREAS, pursuant to the powers accorded to Counties by Chapter 39.34 RCW, Grant County possesses the authority and desire to execute an intergovernmental cooperation agreement for this purpose;

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

SECTION 3. TERMS AND CONDITIONS

The Wilson Creek School District 167-202 and the County Public Works Director and/or Engineer are hereby authorized to execute one or more letters of understanding that, by this reference, shall become part of this agreement, provided such letters are signed by both parties and refer to this Agreement. The letters of understanding shall address issues relating to sharing facilities and resources controlled or owned by the parties. Subjects of the letters of understanding may include, but are not limited to options to purchase equipment declared surplus.

///

SECTION 4. INDEMNIFICATION

4.1 Each party agrees to and shall defend, indemnify, and hold harmless the other party, its officials, officers, agents, and employees from and against any and 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.

4.2 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 (\$1,000,000.00).

SECTION 6. TERMINATION

Either agency may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party.

SECTION 7. DISPUTE RESOLUTION

In the event of any dispute or difference arising by reason 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 County Engineer and School Administration or Board of Directors. The parties agree time is of the essence in resolving such disputes and differences.

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

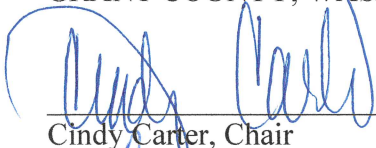
10.1 This Agreement shall be effective upon the duly-authorized signatures of the parties' representatives.

10.2 This agreement supersedes all prior interlocal agreements between the parties.

IN WITNESS WHEREOF, Wilson Creek School District 167-202 and Grant County have executed this agreement as of the date and year last written below.

Executed this 1th day of May, 2021


BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON



Cindy Carter, Chair

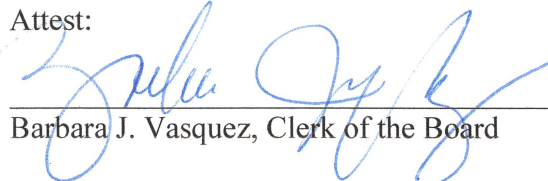


Danny Stone, Member



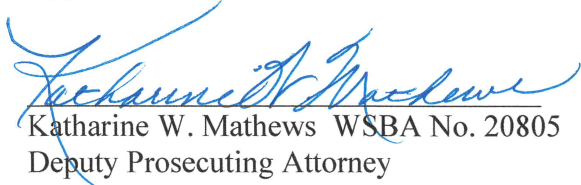
Rob Jones, Member

Attest:



Barbara J. Vasquez, Clerk of the Board

Approved As To Form:




Katharine W. Mathews WSBA No. 20805
Deputy Prosecuting Attorney


Date: 28 April 2021

Executed this 27 day of April, 2021

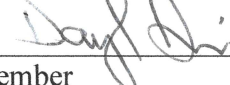
WILSON CREEK SCHOOL
BOARD OF DIRECTORS



Chair




Member



Member

Attest:



Laura Christian
District Secretary