

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
FERRY COUNTY PUBLIC WORKS DEPARTMENT  
AND  
GRANT COUNTY PUBLIC WORKS DEPARTMENT  
REGARDING  
THE COOPERATIVE USE OF  
FACILITIES, EQUIPMENT, MATERIALS AND PERSONNEL**

**SECTION 1. PARTIES**

This Interlocal Agreement (hereinafter "Agreement") is entered into by and between Ferry County Public Works Department, a municipal corporation of the State of Washington (hereinafter "Ferry County") 350 E Delaware #8, Republic WA 99166 and Grant County Public Works Department, a municipal corporation of the State of Washington (hereinafter "Grant County") 124 Enterprise St. SE, Ephrata WA. 98823

**SECTION 2. RECITALS**

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

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

WHEREAS, the Counties 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 RCW Chapter 39.34 the Counties possess 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**

**3.1** The Public Works Director or Engineer of Ferry County and the Public Works Director or Engineer of Grant County are hereby authorized to execute one or more letters of understanding that, by this reference, shall become a part of this agreement, provided that such letters are signed by both parties and reference this interlocal agreement. The letters of understanding shall address issues relating to sharing facilities and resources controlled or owned by the parties. Subjects the letter(s) of understanding may include, but are not limited to the following:

- 1.) Use of facilities, equipment, materials, personnel
- 2.) Access to facilities, equipment, materials, personnel
- 3.) Charges, costs, or fees
- 4.) Site improvements
- 5.) Maintenance responsibilities
- 6.) Duration of use or access
- 7.) Times and dates of use or access
- 8.) Joint Purchasing
- 9.) Option 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**

5.1 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**

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

#### **SECTION 7. DISPUTE RESOLUTION**

7.1 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 Count Engineer or Director. Such decision shall be arrived at as expeditiously as possible.

#### **SECTION 8. THIRD PARTY BENEFICIARIES**

8.1 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**

9.1 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 will supersede all prior interlocal agreements between the parties'.

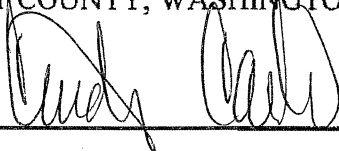
ADOPTED THIS DATE:

DAY OF June ~~22~~<sup>30<sup>th</sup></sup>, 2020

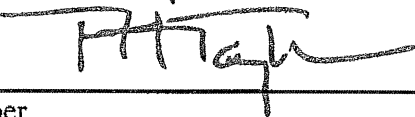
ADOPTED THIS DATE:

DAY OF June 22, 2020

GRANT COUNTY BOARD OF  
COMMISSIONERS  
GRANT COUNTY, WASHINGTON



Chair



Member

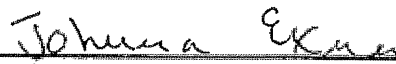


Member

FERRY COUNTY BOARD OF  
COMMISSIONERS  
FERRY COUNTY, WASHINGTON



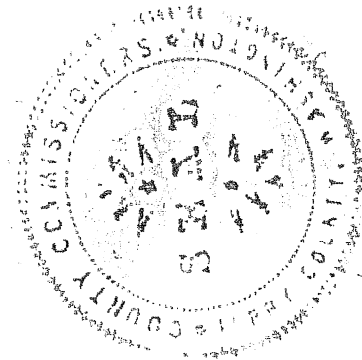
Chair



Member

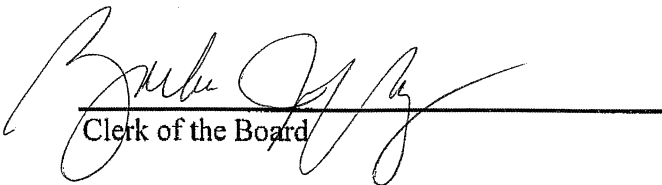
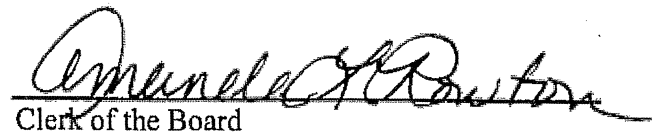


Member



ATTEST:

ATTEST:

  
Clerk of the Board  
Clerk of the Board