

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
GRANT COUNTY AND THE GRANT COUNTY FIRE DISTRICT 10**

This Interlocal Cooperation Agreement (the "Agreement") is entered into between Grant County, Washington (the "County"), a political subdivision of the State of Washington, and the Grant County Fire District 10 (the "District"), collectively referred to as the "Parties."

WHEREAS, Grant County Public Works maintains a system of fueling stations in Grant County for public purposes;

WHEREAS, Fire District 10 is a public entity in Grant County in the Royal City Area,

WHEREAS, Grant County desires to allow Fire District 10 to utilize its fueling stations

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is agreed as follows:

**ARTICLE I
PURPOSE**

1.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the County will allow Grant County Fire District 10 to use its fueling facilities.

**ARTICLE II
USE OF FUEL STATIONS**

2.1 Authorized use. The District may use Grant County Fuel Stations as needed for official vehicles only.

2.2 Procedures for use. The District shall comply with all procedures as dictated by Grant County Public works.

2.3 Billing. The County will bill the District monthly for fuel used.

2.4 Payment. Payment shall be made to the County within 15 days of receipt of the bill.

**ARTICLE III
EFFECTIVE DATE OF AGREEMENT**

4.1 Duration. This Agreement shall be effective only upon execution by the Parties and filing with the Grant County Auditor pursuant to RCW 39.34.040, and shall extend until canceled or altered by the parties.

**ARTICLE V
INDEMNITY**

5.1 Claims. The District agrees to indemnify, defend and hold the County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by an act or omission of the District's officers, directors, employees and agents relating to the District's performance of work funded by this Agreement.

**ARTICLE VI
PERFORMANCE OF AGREEMENT**

6.1 Compliance with All Laws. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

6.2 Maintenance and Audit of Records. Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for five (5) years following the termination of this Agreement.

6.3 Inspections. Either party or its designee may evaluate the performance of this Agreement through inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

6.4 Improper Influence. Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

6.5 Conflict of Interest. The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in RCW 42.23 *et seq.*

**ARTICLE VII
DISPUTES**

7.1 Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

7.2 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees and costs incurred in that action, arbitration or other proceeding.

7.3 **Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Washington. Grant County shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

**ARTICLE VIII
GENERAL PROVISIONS**

8.1 **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

8.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement.

8.3 **Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the parties and adopted by resolution of each Party's legislative authority.

8.4 **Termination of Agreement.** Either party may terminate this agreement, with or without cause, with 30 days notice in writing to the other party. When terminated Grant County shall issue a final bill, which shall be paid by the District within 15 days of receipt of the bill.

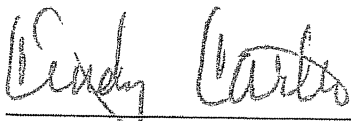
8.5 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

GRANT COUNTY WASHINGTON
BOARD OF COUNTY COMMISSIONERS

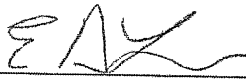
GRANT COUNTY FIRE DISTRICT 10

ADOPTED on this 14 day of ~~June~~^{July}, 2020.

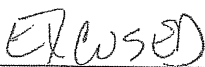
ADOPTED on this 1st day of ~~June~~^{September}, 2020.




Cindy Carter
Chair



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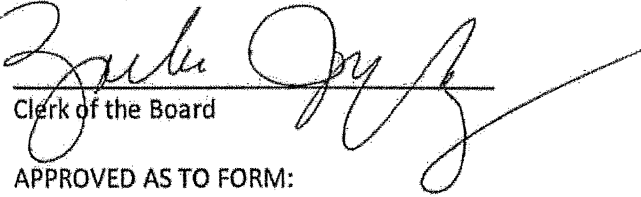


Tom Taylor
Vice-Chair

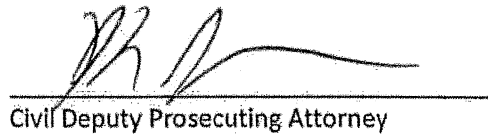


Richard Stevens
Commissioner

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Civil Deputy Prosecuting Attorney