

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
P.U.D. NO. 1 OF FERRY COUNTY
AND
REPUBLIC SCHOOL DISTRICT #309
REGARDING
THE COOPERATIVE USE OF FACILITIES, EQUIPMENT AND PERSONNEL**

SECTION 1. PARTIES

This interlocal agreement is entered into by and between P.U.D. No. 1 of Ferry County, a municipal corporation of the State of Washington and REPUBLIC SCHOOL DISTRICT #309.

SECTION 2. RECITALS

WHEREAS, the Revised Code of Washington, Chapter 39.34 authorizes local governments, including municipal corporations, to enter into agreements to make efficient use of their powers on a basis of mutual advantage to provide services to the local community; and

WHEREAS, P.U.D. No. 1 of Ferry County provides municipal services; and

WHEREAS, P.U.D. No. 1 of Ferry County and REPUBLIC SCHOOL DISTRICT #309 desire to formalize an operational framework that will encourage and promote the coordination and usage of the facilities and resources of both entities.

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

SECTION 3. TERMS AND CONDITIONS

This Agreement shall be effective upon the duly authorized signatures of the parties' representatives. The parties may execute one or more memorandum of understanding that, by this reference, shall become part of this agreement, provided that such memorandums are signed by both parties. Memorandums of understanding shall address issues relating to sharing facilities and resources controlled or owned by each entity, including but not limited to; Scope of work, use, access, maintenance, reclamation, duration, times and fees or charges.

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 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. 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 the amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence, annual aggregate.

SECTION 6. TERMINATION

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

Dated this 21st day of June, 2012.

P.U.D. No. 11 of Ferry County

[Signature]
General Manager

Company

Republic School District

Signature

[Signature]

Printed Name

John Glenewinkel

Title

Superintendent