

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
FERRY COUNTY  
AND  
PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY  
REGARDING  
THE COOPERATIVE USE OF FACILITIES, EQUIPMENT AND PERSONNEL

SECTION 1. PARTIES

This Interlocal Agreement (hereinafter "Agreement") is entered into by and between Ferry County (hereinafter "County") and the Public Utility District No.1 of Ferry County (hereinafter "District"), a municipal corporation of the State of Washington.

SECTION 2. RECITALS

WHEREAS, the District provides electrical and other services to the residents of the County at facilities located in Ferry County; and

WHEREAS, the County provides municipal services to residents in Ferry County; and

WHEREAS, the District and the County 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 the District and the County by RCW Chapter 39.34 the District and the County 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 Manager of Public Utility District No. 1 of Ferry County and the Ferry County M.I.S. Director 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, personnel
- 2.) Access to facilities, equipment, 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

#### 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 The County or the District 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 Superintendent of the District and the County Engineer/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.



Dated this 21<sup>st</sup> of September, 2020

PUBLIC UTILITY DISTRICT NO 1 OF  
FERRY COUNTY COMMISSIONERS  
FERRY COUNTY, WASHINGTON

BOARD OF FERRY COUNTY COMMISSIONERS  
FERRY COUNTY, WASHINGTON

Chris Kroupa  
Chris Kroupa, District #1

Jonna Exner  
Jonna Exner, District #1

Dan Fagerlie  
Dan Fagerlie, District #2

Nathan Davis  
Nathan Davis, District #2

Doug Aubertin  
Doug Aubertin, District #3

Howard Hambleton  
Howard Hambleton, District #3