

**COOPERATIVE STREET MAINTENANCE  
INTERLOCAL AGREEMENT**

*Originally Adopted:* 04-14-14

*Amendment Adopted* 11-2-15

The original Agreement made and entered into on the 14<sup>th</sup> day of April, 2014, by and with Pend Oreille County, hereafter called "County," and the Town of Cusick, hereafter called "Town" has been developed to define activities which relate to roads and right-a ways which connect to both the County and Town.

**WITNESSETH**

*WHEREAS*, the parties desire to attach an amendment as allowed by #13 in the agreement to extend the agreement and define water hydrant replacement.

*NOW, THEREFORE*, for Mutual Benefits and considerations, the parties agree as follows:

- 1) The original agreement expired on May 30<sup>th</sup>, 2015 and it is the parties desire to amend the agreement to extend from June 1<sup>st</sup>, 2015 until June 1<sup>st</sup>, 2020.
- 2) On or about August 1<sup>st</sup>, 2015, the Town, at the County's request was involved in replacement of a fire hydrant that serves the Pend Oreille County Fairgrounds which is neither in the Town or the Town's Urban Growth Area.
- 3) Both County and Town staff coordinated the project. The County purchased a new fire hydrant for \$ 2,718.62 and the Town paid the contractor to perform the replacement for \$1,153.21 both invoices attached hereto.
- 4) The fire hydrant replacement was not budgeted for by the Town but it was determined the County's request was reasonable since 2015 was the hottest and driest summer on record. It was agreed the arrangement described above in #3 would accomplish the project and was a mutual benefit for both parties.
- 5) The Town acknowledges that the cost of water to the County should be offset with the funds they contributed to purchasing the new hydrant minus the contractor's invoice. Their contribution should be shown as a credit until enough water has been used by the County to offset the cost of the purchase of the hydrant. That amount is determined to \$ 2,718.62.

**COPY**

- 6) The County agrees to provide an accounting of the gallons of water used in 2015 as it did in 2014 so the Town can make the deduction which will then carry over into 2016.
- 7) The Town acknowledges that the annual cost for snow and ice control by the County is not associated with this amendment and the Town is responsible for 2016 snow removal costs as described in #3 and #5 in the original agreement.
- 8) A copy of the this amendment was provided to the following representatives for each party:

Organization	Town	County
Representative	Robert Spencer	Sam Castro
Title	Mayor	Public Works Director
Address	PO Box 263 Cusick WA 99119	PO Box 5040 625 West 4 <sup>th</sup> St. Newport, WA 99156
Phone	(509) 991-9263	509.447.4513
Fax		509.447.5890
e-mail	cronrathm@msn.com	scaastro@pendoreille.org

- 9) This amendment shall begin upon signature of both parties.

THE TOWN OF CUSICK

APPROVED:

  
\_\_\_\_\_  
~~ROBERT SPENCER~~, Mayor      12-22-15  
Christine Evers      Date

ATTEST:

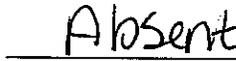
  
\_\_\_\_\_  
CHARLOTTE YERGENS,      12-22-15  
Town Clerk      Date

PEND OREILLE COUNTY COMMISSIONERS

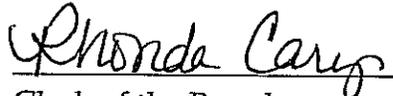
APPROVED:

  
\_\_\_\_\_  
Stephen Kiss, Chair

  
\_\_\_\_\_  
Mike Manus, Vice Chair

  
\_\_\_\_\_  
Karen Skoog, Member

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board      11-2-15  
Date

COPY