

**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2020- 58**

**COOPERATIVE STREET MAINTENANCE INTERLOCAL AGREEMENT**

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and the Town of Cusick and Pend Oreille County residents both benefit from the maintenance of certain roads within the Town of Cusick and water provided by the Town of Cusick, and

**WHEREAS**, Pend Oreille County and the Town of Cusick are public agencies within the meaning of Chapter 39.34 RCW, and

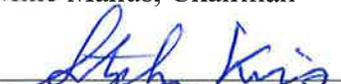
**WHEREAS**, the Town of Cusick and County agree to the terms in the attached agreement related to road maintenance, snow plowing, and providing water.

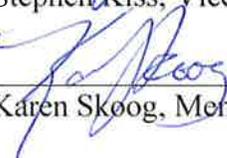
**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Pend Oreille County Board of Commissioners that the Cooperative Street Maintenance Interlocal Agreement, which is attached hereto and incorporated herein, be established and adopted.

**ADOPTED** this 14 day of July, 2020.

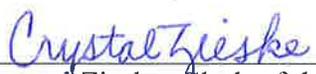
**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Mike Manus, Chairman

  
\_\_\_\_\_  
Stephen Kiss, Vice-Chairman

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

ATTEST:

  
\_\_\_\_\_  
Crystal Zieske, Clerk of the Board

**COOPERATIVE STREET MAINTENANCE  
INTERLOCAL AGREEMENT**

The Agreement made and entered into on the 30 day of June 2020 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-aways which connect to both the County and Town.

**WITNESSETH**

*WHEREAS*, the parties desire to continue to provide and maintaining an efficient road system for the residents of the Town and the Urban Growth Area, and

*WHEREAS*, currently the Town provides road services through the Town, and the County provides road services on county roads within and adjacent to the Urban Growth Area, and

*WHEREAS*, the services for maintenance of the shared town-county road named River Road and adjacent bicycle path have mutual benefits for both the Town and County residents within the Town's urban growth area and the Cusick School District which is located within the Town's jurisdiction:

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

- 1) The Town is responsible for the repair and upgrades to the Town's water and sewer system which also serves County residents in the Urban Growth Area known as the community of Usk and therefore agrees, in the event repairs are affected which disturbs either County right-away or road surfaces, to comply with the County permit system.
- 2) In addition to the permit application, when a repair is completed and disturbs the pavement, the Town will determine; (a) if it can perform the repair or (b) request the repair be performed by the POC Road Department. If option (b) is selected, the Town will reimburse the County for the costs of the repair. The County will provide the Town with an itemized invoice after completion of the work.

**RECEIVED**

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- 3) The County will provide snow and ice control services on River Road, Riverside Avenue, Timber Street and Monumental Way between Usk and the Cusick schools when requested by the Town. The Town will reimburse the County the cost of the service. The County will invoice the Town at the end of the snow season for the entire season. The County will provide an itemized invoice for the work.
- 4) The Town retains the responsibility for maintenance and operation of the Town streets with the County only providing the specific snow and ice control service as requested by the Town.
- 5) The total annual cost for snow and ice control shall not exceed \$1,500.00 without written authorization by the Town. The written documentation may be via e-mail.
- 6) The Town and School District will be responsible for their own roads, parking lots, sidewalks and businesses.
- 7) The Town owns and operates the fire hydrant system within the Town and in the Urban Growth area of the County known as Usk and will provide the County water trucks water. The County will reimburse the Town the cost of the water. The County will track water usage by load count and will provide the water usage to the Town on an annual basis at a rate of \$10 per 1000 gallons for billing.
- 8) Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority, including any liability arising from activities covered by this agreement.
- 9) If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- 10) The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

- 11) The representative for each party shall be responsible for all communication regarding the performance of this contract.

Representatives:

Organization	Town	County
Representative		Craig Jackson
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		509-207-9520
Fax		509.447.5890
e-mail		cjackson@pendoreille.org

- 12) Either party may terminate this Agreement upon 30 days written notification to the other party.
- 13) This agreement may be amended by mutual agreement of the parties. Such agreement must be in writing and signed by personnel authorized to sign such amendments.
- 14) This agreement shall begin upon signature of both parties and shall terminate on, July 1, 2025; with an option to extend this agreement for 5 years by mutual consent.

THE TOWN OF CUSICK

Duane Schofield  
Mayor

APPROVED:

ATTEST:

[Signature]  
Town Clerk

PEND OREILLE COUNTY COMMISSIONERS

APPROVED:

7-14-2020

Mike Manus  
Mike Manus, Chair

Steve Kiss  
Steve Kiss, Vice Chair

[Signature]  
Karen Skoog, Commissioner

ATTEST:

Crystal Zeske 7-14-2020  
Clerk of the Board