

**BOARD OF COUNTY COMMISSIONERS**  
**Grant County, Washington**

**RESOLUTION AUTHORIZING EXECUTION  
OF INTERGOVERNMENTAL  
COOPERATION AGREEMENT WITH  
ASOTIN COUNTY**

RESOLUTION No. 16-015-CC

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Grant County, Washington, by and through its Board of County Commissioners, and the County of Asotin, municipal corporations created and situated within the State of Washington, are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

**WHEREAS**, it is the desire of Grant County and Asotin County to enter into an interlocal agreement for the purpose of utilizing each counterpart's procurement agreements, jointly bidding for the acquisition of goods and services, and jointly disposing of property, when such activities and efforts are determined to be in the mutual best interests of the parties.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Intergovernmental Cooperation Agreement be executed between Grant County and Asotin County.

**PASSED AND ADOPTED** this 22nd day of February, 2016.

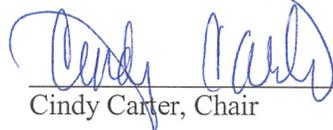
**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

Yea    Nay    Abstain

  
Cindy Carter, Chair

  
Carolann Swartz, Vice-Chair

  
Richard Stevens, Member

ATTEST:

  
Clerk of the Board

## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between Asotin County, a municipal corporation of the State of Washington, and Grant County, a municipal corporation of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. PURPOSE The purpose of this agreement is to acknowledge the parties mutual interest to jointly bid the acquisition of goods and services and disposition of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies;
2. ADMINISTRATION No new or separate legal or administrative entity is created to administer the provision of this agreement.
3. SCOPE This agreement shall allow the following activities:
  - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
  - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other agencies to avail themselves of goods and services offered under the contract.

- C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
4. DURATION OF AGREEMENT - TERMINATION This agreement shall remain in force until canceled by either party in writing.
  5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED Each party reserves the right to contract independently for the acquisition of goods or services and/or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
  6. COMPLIANCE WITH LEGAL REQUIREMENTS Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
  7. FINANCING The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.
  8. FILING Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
  9. INTERLOCAL COOPERATION DISCLOSURE Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party, and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
  10. NON-DELEGATION/NON-ASSIGNMENT Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
  11. HOLD HARMLESS Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.

12. SEVERABILITY Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.

ASOTIN COUNTY BOARD OF COMMISSIONERS

Dated: February 29, 2016

Brian Shinn  
Brian Shinn, Chairman

Jim Fuller  
Jim Fuller, Vice Chair

Jim Jeffords  
Jim Jeffords, Member

ATTEST:

Vivian Bly  
Vivian Bly, Clerk of the Board

APPROVED AS TO FORM:

Benjamin Nichols  
Benjamin Nichols  
Prosecuting Attorney  
WSBA #23006

GRANT COUNTY

Dated: Feb. 22, 2016

Cindy Carter  
Cindy Carter, Chairman

Excused  
Carolann Swartz, Vice Chair

Richard Stevens  
Richard Stevens, Member

ATTEST:

Barbara Vasquez  
Barbara Vasquez, Clerk of the Board

APPROVED AS TO FORM:

Jim Mitchell  
Jim Mitchell, DPA  
WSBA #37031  
31031