

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

**RESOLUTION AUTHORIZING EXECUTION OF
INTERLOCAL AGREEMENT BETWEEN
GRANT COUNTY AND THE CITY OF SEATTLE**

RESOLUTION NO. 14- 033 -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 and Seattle, Washington, 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, Grant County and the City of Seattle have entered into an interlocal agreement for the purpose of jointly bidding for various supplies, materials, equipment and routine, expert and/or consultant services, through the use of competitively awarded contracts.

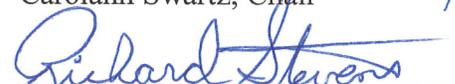
NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Procurement Agreement be executed by and between Grant County and the City of Seattle.

PASSED AND ADOPTED this 30th day of June, 2014.

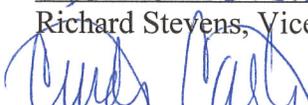
BOARD OF COUNTY COMMISSIONERS
OF GRANT COUNTY, WASHINGTON



Carolann Swartz, Chair

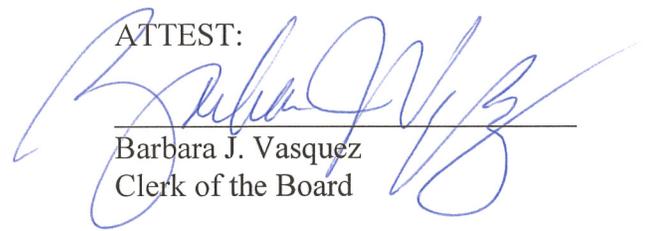


Richard Stevens, Vice-Chair



Cindy Carter, Commissioner

ATTEST:



Barbara J. Vasquez
Clerk of the Board

RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT BETWEEN
PARC AND THE MOSES LAKE POLICE DEPARTMENT - 1

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the GRANT COUNTY, Washington, a political subdivision of the State of Washington, and the CITY OF SEATTLE, Washington, a political subdivision of the State of Washington, whose business address is 600 Fourth Ave. 2nd Floor Seattle, WA 98104

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 the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when 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 for various supplies, materials, equipment and routine, expert and/or consultant services, using competitively awarded contracts.
2. GENERAL AGREEMENTS.
 - a. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
 - b. Each agency is responsible for compliance with the additional or varying laws and regulations regarding purchases.
 - c. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
 - d. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
 - e. Each agency shall be responsible for the payment of any item(s) purchases through a contract or purchase order that resulted from this Agreement.
3. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
4. SCOPE. This Agreement shall allow the following activities:
 - a. Purchase or acquisition of goods and services and expert and/or consultant 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 governmental agencies to avail themselves of goods and ser-

VICES offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.

- c. Disposal of goods by each party acting as agent for the other, or both parties when agreed to in advance, in writing.

5. DURATION AGREEMENT - TERMINATION. This Agreement shall remain in force until terminated by either party in writing. Either party may terminate this Agreement for any cause upon thirty (30) days advance written notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

6. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services 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.

7. 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.

8. 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.

9. FILING. Executed copies of this Agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this Agreement becoming effective.

10. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services 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.

11. 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.

12. HOLD HARMLESS. Each party shall be liable and responsible for the consequence 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 omission of any person, firm or corporation not a party to this Agreement.

13. 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 provisions or affecting the validity or enforcement of such provisions.

DATED: 6/24/2014

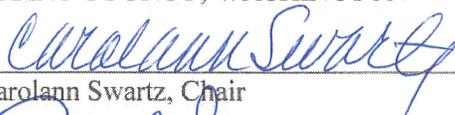
CITY OF SEATTLE

for


Nancy Locke
Purchasing & Contracting Director

DATED: 6/30/14

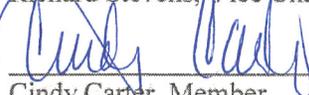
BOARD OF COUNTY COMMISSIONERS
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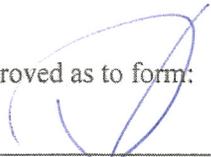
Cindy Carter, Member

ATTEST:



Barbara J. Vasquez
Clerk of the Board

Approved as to form:



Dalton Lee Pence
Deputy Prosecuting Attorney
Date: 6-25-14