

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN PORT OF MOSES
LAKE AND GRANT COUNTY FOR
COOPERATIVE PURCHASING AND THE
IMPROVEMENT OF CERTAIN COUNTY-
OWNED INFRASTRUCTURE AROUND
PORT OWNED PROPERTY.**

RESOLUTION No. 19-069-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, a political subdivision of the State of Washington, by and through Grant County Public Works, and The Port of Moses Lake are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the Port and the County own adjacent properties; and

WHEREAS, the County owns infrastructure surrounding Port property such as signage, roadways and sidewalks that connect with Port owned infrastructure; and

WHEREAS, the Port and the County each conduct public work projects on their respective properties that may benefit, in whole or in part, the other agenda; and

WHEREAS, the Port and the County recognize that the installation and maintenance of infrastructure by the other supports commerce and economic development opportunities for each; and

WHEREAS, the Port and the County each procure material, equipment and services used to develop, repair or maintain infrastructure; and

WHEREAS, the Port and the County desire to provide for the ability to utilize each other's bidding and procurement policies and procedures; and

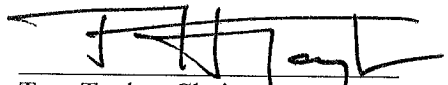
WHEREAS, the Port and the County desire to provide for the ability to conduct a public works project that benefits the other.

NOW, THEREFORE, BE IT RESOLVED, that the Interlocal Agreement for cooperative purchasing and the improvement of certain County-owned infrastructure around Port owned property be executed by and between the aforementioned parties.

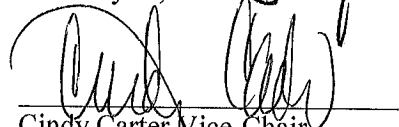
PASSED AND ADOPTED this 3RD day of September, 2019

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

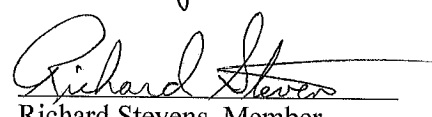
Yea	Nay	Abstain
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Tom Taylor, Chair

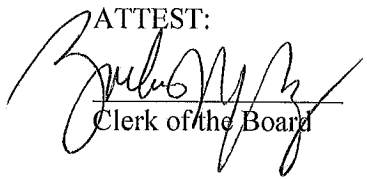


Cindy Carter Vice-Chair



Richard Stevens, Member

ATTEST:



Clerk of the Board

**INTERLOCAL COOPERATION AGREEMENT
FOR COOPERATIVE PURCHASING AND PUBLIC WORKS**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into on August 26, 2019, by and between the **PORT OF MOSES LAKE**, a Washington municipal corporation (the “Port”), and **GRANT COUNTY**, a Washington county (the “County”) for cooperative purchasing and the improvement of certain County-owned infrastructure around Port owned property. The Port and the County are each an “agency” and collectively the “agencies”.

WHEREAS, the Port and the County own adjacent properties.

WHEREAS, the County owns infrastructure surrounding Port property such as signage, roadways and sidewalks that connect with Port owned infrastructure.

WHEREAS, the Port and the County each conduct public work projects on their respective properties that may benefit, in whole or in part, the other agency.

WHEREAS, the Port and the County recognize that the installation and maintenance of infrastructure by the other supports commerce and economic development opportunities for each.

WHEREAS, the Port and the County each procure material, equipment and services used to develop, repair or maintain infrastructure.

WHEREAS, the Port and the County desire to provide for the ability to utilize each other’s bidding and procurement policies and procedures.

WHEREAS, the Port and the County desire to provide for the ability to conduct a public works project that benefits the other.

NOW, THEREFORE, the Port and the County agree as follows:

1. **Cooperative Purchasing.** To the full extent permitted by law, the Port and the County may elect to allow the other to “piggyback” of each other’s bids for the procurement of material or equipment where the bid documents allow the procurement price to be provided to another governmental agency.

1.1 **Extend Contracts.** 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. Each agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.

1.2 **Release.** 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. Each purchasing agency releases the original contracting agency from any and all claims, demands, or judgments arising out of the purchase of supplies, materials, equipment, and services pursuant to this Agreement.

1.3 Payment of Items. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.

2. County Public Work Projects. To the extent permitted by law, the Port and the County may also enter into project agreements whereby the County undertakes a public work project that is paid for, in whole or in part, by the other agency.

2.1 Application for Projects. The Port shall make written application for a project (the "Project") on forms provided by the County (the "Application"). The Application will include a description of the method of allocating the cost of the Project. For example, the Port could pay all or a portion of a particular project depending on the overall benefit to the Port and the County. The Port and the County will determine that each project cost allocation will represent such "true and full value" to each agency as required by RCW 43.09.210. The County reserves the right to deny or approve the Application at its sole discretion.

2.2 Designing and Bidding Projects. If the County approves an Application, the County will provide the necessary engineering, administrative, and clerical services necessary to execute the Project. The County shall consult with the Port in the design, specifications, and cost of the Project. Additionally, the County shall bid and construct the Project in accordance with all applicable laws. The County will provide the bid schedule to the Port for review and comment prior to publishing the bid.

2.3 Construction of the Project. After award of the bid, the County will supervise the construction of the Project. In the event that the selected contractor, the Port, or the County conclude that a change to the Project is necessary, the Port and the County will discuss the proposed change. Any change to the Project must be documented in a written change order approved by both the Port and the County. Prior to the County's acceptance of the Project, the Port and the County will jointly inspect the completed Project to identify any construction issues.

2.4 Port Payment to County. After completion of the Project and acceptance by the County, the Port will reimburse the County for its agreed share of the completed Project in: (i) the amount listed on the bid schedule; (ii) the cost of any approved change orders for that Project; and (iii) all applicable sales tax for that Project.

2.5 Payment Procedure. Upon completion of the Project, the County will provide an invoice to the Port for the payment set forth in this Agreement. The Port will pay the invoice within thirty (30) days of receipt of the invoice. In the event of any dispute, the Port will pay the undisputed amount together with a detailed written explanation of the nature of the dispute. Thereafter, the Port's and the County's designated representatives will meet and confer on a resolution of the dispute.

2.6 Terms Included in any Contract. The County shall require the contractor to which it awards the bid to perform the Project to (i) defend, indemnify, and hold harmless the Port to the same extent as such indemnification is provided to the County; (ii) provide a limited waiver of its immunity under Title 51 towards the Port to the same extent as such indemnification is provided to the County, and; (iii) name the Port as an "additional insured" on any and all insurance policies the County requires the contractor to have in place to the same extent that the County requires the contractor to name the County as an additional insured.

3. **Term.** Either party may terminate this Agreement upon sixty (60) days' written notice. However, any costs incurred by an agency through the date of termination shall be paid at termination.
4. **No Third-Party Beneficiary.** There are no third-party beneficiaries to this Agreement.
5. **No Assignment.** This Agreement and/or any right, privilege, or immunity shall not be assigned.
6. **Representatives.** The following persons are designated as the representatives for Projects and this Agreement. All notices, demands, requests, consents and approvals that may or are required to be given shall be in writing and directed to:

Port: Kim DeTrolio
Interim Executive Director
7810 Andrews N.E., Suite 200
Moses Lake, WA 98837
Email: krdeTrolio@portofmoseslake.com

County: Jill Hammond
Administrative Services Coordinator
Board of County Commissioners, P.O. Box 37
Ephrata, WA 98823
Email: jhammond@grantcountywa.gov
7. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.
8. **Amendment.** No modification or amendment of this Agreement may be made except by a written document approved by the Port and the County respectively.
9. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either Party hereto, the Parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds, and assurances, which may reasonably be required to effect the purposes of this Agreement.
10. **Neutral Authorship.** Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of both Parties hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
11. **No Liability.** The Port and the County are independent governments. Except as expressly provided herein, neither Party shall be liable for the acts or omissions of the other or their respective public officials, employees or agents.

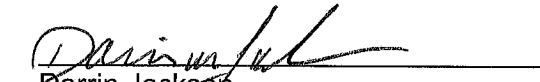
12. **Jurisdiction and Venue.** Any action to enforce any term or condition of this Agreement shall be brought in a county adjacent to Grant County as provide in any action wherein the County is a defendant.

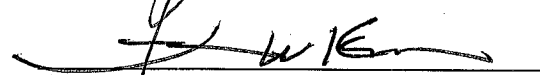
13. **Entire Agreement.** The entire agreement between the County and the Port is contained in this Agreement (including the recitals, the exhibits, and the terms), and this Agreement shall supersede all of their previous understandings and agreements, with respect to the subject matter of this Agreement.


ADOPTED by each government noted below in an open public meeting on the date below noted.

**BOARD OF COMMISSIONERS
PORT OF MOSES LAKE**

EXECUTED, this the 26 day of August, 2019, for the **PORT OF MOSES LAKE.**


Darrin Jackson
President



Stroud Kunkle
Vice President

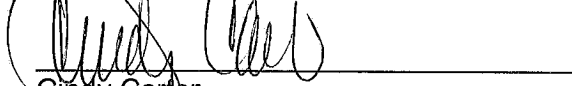

David "Kent" Jones
Secretary

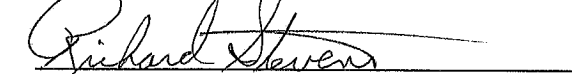
GRANT COUNTY

EXECUTED, this the 3rd day of September 2019, for **GRANT COUNTY.**

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


Tom Taylor
Chair


Cindy Carter
Vice Chair


Richard Stevens
Member

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