

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERAGENCY
AGREEMENT (INTERLOCAL
AGREEMENT) BETWEEN GRANT
COUNTY HEALTH DISTRICT AND
GRANT COUNTY REGARDING LEASE
PAYMENTS**

RESOLUTION No. 18-¹²²-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 Grant County Health District (hereafter known as District), are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, The County owns and maintains certain buildings in Moses Lake, Washington which it leases to the District for the District's use as offices.

WHEREAS, the leases between Grant County and the District provides that the District is responsible to pay to the County a stated amount as a lease payment each year. That fee is adjusted annually for increases in the West Coast CPI-U.

WHEREAS, the County is the sole source of income for the District other than fees for services and grants. The District has no means, other than the County, to acquire the funds necessary to satisfy the annual lease payment to the County for use of its buildings as District offices.

NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement between Grant County and the Grant County Health District be executed.

PASSED AND ADOPTED this 14th day of December, 2018.

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

Yea Nay Abstain

Richard Stevens
Richard Stevens, Chair

Tom Taylor
Tom Taylor, Vice-Chair

Cindy Carter
Cindy Carter, Member

ATTEST:

Bruce J. [Signature]
Clerk of the Board

INTERLOCAL AGREEMENT
BETWEEN THE GRANT COUNTY HEALTH DISTRICT
AND GRANT COUNTY REGARDING LEASE PAYMENTS

1. **PREAMBLE.** THIS INTERLOCAL AGREEMENT is made and entered into effective January 1, 2019, by and between the Grant County Health District, a municipal corporation of the State of Washington, herein known as “District, “and Grant County, a political subdivision of the State of Washington, herein known as “County.”

2. **Recitals.**
 - 2.1 The County owns and maintains certain buildings in Moses Lake, Washington within which it leases space to the District for the District’s use as offices.
 - 2.2 The leases between the County and the District provides that the District is responsible to pay to the County a stated amount as a lease payment each year. That fee is adjusted annually for increases in the West Coast CPI-U.
 - 2.3 The County is the sole source of income for the District other than fees for services and grants. The District has no means, other than the County, to acquire the funds necessary to satisfy the annual lease payment to the County for use of its buildings as District offices.
 - 2.4 The parties have the authority pursuant to RCW Chapter 39.34 to enter into this Agreement.

3. **Agreement.** In consideration of the mutual benefits and covenants described herein, the parties agree as follows:
 - 3.1 **Purpose.** The purpose of this Agreement is to provide an assurance that the annual lease payments due the County from the District for the term of the current lease, ten years, for the District's occupation and use of County buildings as offices will be forgiven each years by the County or the County's contribution to the District will increase by an amount equal to the lease payment due to that County for each year of the lease.
 - 3.2 **Leased Space Value.** The District agrees and understands that the office space provided to it by the County has significant value to the District and that value should be reflected in the County's support of public health in Grant County. Without a lease between the parties defining the value of the use of that office space, that valuable

contribution to the public health of Grant County is not recognized. The lease between the parties reflects the value of the space provided for the use of the District by the County.

3.3 **Lease Payment Forgiveness or Reimbursement.** The District relies upon fees from services, grants and a financial contribution from the County pursuant to RCW 70.05.130 and other laws to operate the District. Without an agreement between the parties that the County will forgive each year's lease payment when due, the District would be significantly impacted in a negative manner and the delivery of public health services to the citizens of Grant County would suffer. To avoid such a negative impact on the delivery of public health services to the citizen of Grant County by the District, the County agrees that during each year of the current ten year lease of County buildings by the District for use as offices, the County will forgive the lease payment and charges for utilities and assessments, if made for any site occupied by the District, when due. The District will report the cost of the lease and its forgiveness by the County as part of the County's contribution toward support of the District.

3.4 **Lease Payment Reimbursement as Alternative to Forgiveness.** As an alternative to paragraph 3.2 above, the County may elect to collect the lease payment and charges for utilities and assessments, if made for any site occupied by the District, from the District rather than forgive those payments so long as it also increases its fiscal contribution to the District as set forth in this paragraph and maintains its level of contribution as set forth in paragraph 3.5 below. Without the County either forgiving each year's lease payment and charges for utilities and assessments, if made for any site occupied by the District, or increasing its contribution to the District in an amount equal to the lease payment, and charges for utilities and assessments, if made for any site occupied by the District, the delivery of public health services to the citizens of Grant County would suffer. To avoid such a negative impact on the delivery of public health services to the citizen of Grant County by the District, the County agrees that during each year of the current ten year lease of County buildings by the District for use as offices, and if the County does not forgive the lease payment and charges for utilities and assessments, if made for any site occupied by the District, when due, then the County will increase its contribution to the District and deliver to the District, five days before the date such lease payment and charges for utilities and assessments, if made for any site occupied

by the District, are due, the County's increased contribution to the District in an amount equal to the lease payment and charges for utilities and assessments, if made for any site occupied by the District,. The District may only use such increased contribution to retire the lease payment and charges for utilities and assessments, if made for any site occupied by the District, obligation.

3.5 **Maintenance of Contribution.** The parties agree the financial contribution of the County to the District shall not be reduced from the level provided in 2008 as a result of an election by the County to proceed under paragraph 3.4 above.

3.6 **Term of Agreement.** This Agreement shall be for ten years beginning on January 1, 2019 and ending on December 31, 2028 unless the lease between the District and the County for District office space in County buildings shall be sooner terminated as provided in that lease.

Grant County has the authority pursuant to **RCW 70.46.090** to withdraw from the District. In such event, the District shall cease to exist. On the date the District ceases to exist by withdrawal of the County, this Agreement shall terminate.

3.7 **Dispute Resolution** Disputes that arise as to the interpretation of this agreement shall be submitted to the District manager and the chair of the county commission, or their designees, who shall meet and attempt to resolve the dispute.

3.8 **Notice.** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the county at the Po Box 37, Ephrata, WA 98823 or to the 1038 W. Ivy Suite 1 Moses Lake, WA 98837, or as such other address as either party may designate to the other in writing from time to time, all notices to be given with respect to this agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be constructed to preclude summons or other legal process.

3.9 **Entire Agreement.** This agreement constitutes the entire agreement between the District and the County with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this agreement shall be valid only if set forth in writing and signed by both parties hereto.

3.10 **Governing Law.** This agreement shall be governed by laws of the State of Washington.

3.11 **Severability.** In the event any portion of this Agreement is determined to be void or

unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this agreement.

3.12 **Construction Agreement.** In the event of a dispute between parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

3.13 **Time.** Time is of the essence with respect to this Agreement.

3.14 **Recording of Agreement.** This agreement, prior to its entry into force, shall be filed with the Grant County Auditor.

Grant County Health District

By: Theresa Adkinson

Theresa Adkinson,

Administrator

Grant County

By: Richard Stevens

Richard Stevens,

Grant County Commissioner Chair