

ORIGINAL

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RESOLUTION

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: INTERLOCAL COOPERATIVE AGREEMENT WITH GARFIELD COUNTY

WHEREAS, Garfield County has requested that Benton County enter into an Interlocal Cooperative Agreement in order that both be able to purchase goods and services off contracts negotiated by either County; and

WHEREAS, it appears to be in the best public interest to enter into said Agreement; NOW, THEREFORE,

BE IT RESOLVED that the Agreement be and hereby be approved, and that the Board is hereby authorized to sign an Interlocal Cooperative Agreement with Garfield County, on behalf of Benton County.

Dated this 29th day of August, 2005.

Claude L. Oliver
Chairman of the Board.

Max E. Bennett
Chairman Pro-Tem.

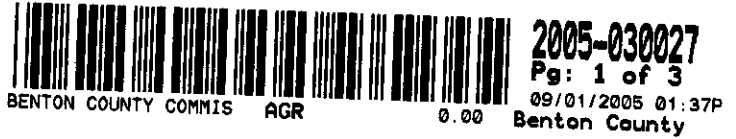
Geo M. Bowman
Member.

Attest: Came McKenzie
Clerk of the Board

Constituting the Board of
County Commissioners of
Benton County, Washington.

RBD:LJM:dlh

Benton County Commissioners
PO Box 190
Prosser, WA 99350



PLEASE PRINT OR TYPE INFORMATION:

<p>Document Title(s)(or transactions contained therein):</p> <p>1. Intergovernmental Cooperation Agreement 2. 3. 4.</p>
<p>Grantor(s)(Last name first, first name, middle initials):</p> <p>1. Garfield County 2. 3. 4. Additional names on page _____ of document.</p>
<p>Grantee(s)(Last name first, first name, middle initials):</p> <p>1. Benton County 2. 3. 4. Additional names on page _____ of document.</p>
<p>Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Additional legal is on page _____ of document.</p>
<p>Reference Number(s) of documents assigned or released:</p> <p>Additional numbers on page _____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number:</p> <p>Property Tax Parcel ID is not yet assigned. Additional parcel numbers on page _____ of document.</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.</p>

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between Garfield County, a municipal corporation, and Benton 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

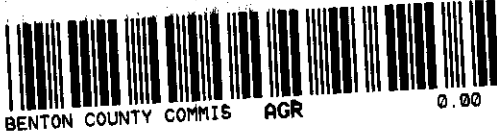
WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in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

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

WHEREAS, the parties from time to time may wish to sell equipment, material, or property to each other;

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 under contracts where a price is extended by either party's bidder to other governmental agencies, and to allow for the sale of equipment, materials or property to each other.
2. Administration. No new or separate legal administrative entity is created to administer the provisions 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.
 - D. Sale of Equipment, materials, or property to each other.
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 contact 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.

Signed on _____ 2005

Accepted this 8 day of August 2005

by:
Board of County Commissioners,
Garfield County, Washington

Dean D Burton

Wigil H Havens

(absent)

Attest:

Donna Deal

Accepted this 29th day of August 2005

by:
Board of County Commissioners,
Benton County, Washington

Clark R. [Signature]

Max E. Benitz

Leo M. [Signature]

Attest:

Carmel McKenzie
Clerk of the Board

Approved as to form:

Tabitha [Signature]
Deputy Prosecuting Attorney