

RESOLUTION 2021 803

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN BENTON COUNTY AND STEVENS COUNTY

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide 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

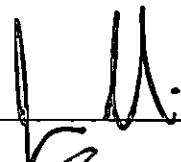
WHEREAS, Stevens County desires to arrange for making cooperative purchases of certain goods and services with Benton County and has prepared an Intergovernmental Cooperation Agreement needed to carry out such purchases; and

WHEREAS, our Civil Deputy Prosecuting Attorney has reviewed and approved as to form said Agreement; NOW, THEREFORE,

BE IT RESOLVED, the Benton County Board of Commissioners hereby approves the attached Intergovernmental Cooperation Agreement between Benton County and Stevens County for providing interlocal cooperation between governmental agencies; and

BE IT FURTHER RESOLVED, the agreement shall remain in force until canceled by either party in writing.

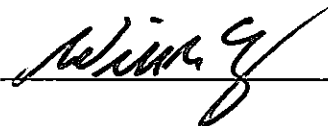
Dated this 9th day of November 2021.



Chairman



Chairman Pro-Tem



Member

Attest: 
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between **Stevens 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 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.

Intergovernmental Agreement Page 2

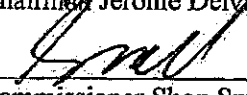
6. Compliance with Legal Requirements. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. Financing. The method of financing of 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.

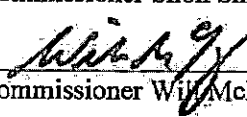
Accepted this 9 day of Nov 2021

by:

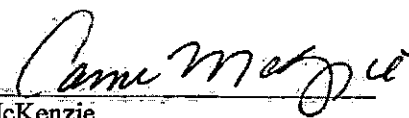
Board of County Commissioners,
Benton County, Washington


Chairman Jerome Delvin


Commissioner Shon Small


Commissioner Will McKay

Attest:


Cami McKenzie
Clerk of the Board

Approved as to form:


Reid Hay, Deputy Prosecuting Attorney

Accepted this 29 day of November 2021

by:


Board of County Commissioners,
Stevens County, Washington


Chairman Wes McCart


Commissioner Mark Burrows


Commissioner Greg Young

Attest:


Jonnie Brown
Clerk of the Board