

**INTERLOCAL COOPERATIVE AGREEMENT**

**BETWEEN KITTITAS COUNTY**

**AND**

**KITTITAS RECLAMATION DISTRICT**

**FOR USE OF COUNTY SMALL WORKS AND SMALL PURCHASE ROSTERS**

**THIS AGREEMENT** is made and entered into this 16<sup>th</sup> day of September, 2008, between KITTITAS COUNTY, a political subdivision of the State of Washington, and the KITTITAS RECLAMATION DISTRICT, a political subdivision of the State of Washington.

**WHEREAS**, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter;

**WHEREAS**, Kittitas County and the Kittitas Reclamation District are public agencies within the meaning of chapter 39.34 RCW;

**WHEREAS**, it is in the public interest for the parties to this agreement to cooperate to obtain the most efficient and cost effective outcome, wherever the law so allows

**NOW, THEREFORE**, the parties agree to the following:

1. PURPOSE. The purpose of this Agreement is to acknowledge and facilitate the parties' mutual interest in joint projects.
2. ADMINISTRATION. No new separate legal or administrative entity is created to administer the provisions of this Agreement. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

2.1 Kittitas County's representative shall be:

JUDY PLESS, Kittitas County Budget and Finance Manager

2.2 Kittitas Reclamation District's representative shall be:

KENNETH J. HASBROUCK

3. SCOPE. This Agreement shall allow joint cooperative projects allowable by law, and shall allow the Kittitas Reclamation District access to Kittitas County's small works and small purchase rosters for acquiring goods and services.
4. DURATION OF AGREEMENT – TERMINATION. Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
5. RELATIONSHIP OF THE PARTIES. No agent, employee or representative of Kittitas County shall be deemed to be an agent, employee or representative of the Kittitas Reclamation District for any purpose, and employees of Kittitas County are not entitled to any benefits the Kittitas Reclamation District provides to Kittitas Reclamation District employees. No agent, employee or representative of Kittitas Reclamation District shall be deemed to be an agent, employee or representative of Kittitas County for any purpose, and employees of Kittitas Reclamation District are not entitled to any benefits Kittitas County provides to Kittitas County employees.
6. TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently 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. Prior to its entry into force, a copy of this Agreement shall be filed with the Kittitas County Auditor or, alternatively, listed by subject on the County's web site or other electronically retrievable public source, as required by RCW 39.34.040.
10. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitation 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.
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 agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents or employees to the fullest extent required by law, and further agrees to save, indemnify, and hold the other party harmless from any such liability. 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, and no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
13. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
14. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS. The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
15. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**KITTITAS RECLAMATION DISTRICT**

315 N. Water  
Ellensburg WA 98926

By: *Urban Eberhart*  
Urban Eberhart, Chairman, Board of Directors

**KITTITAS COUNTY BOARD OF COMMISSIONERS**

205 West 5<sup>th</sup> Avenue, Room 108  
Ellensburg WA 98926

*[Signature]*  
BOARD CHAIRMAN 9/16/08

*[Signature]*  
COMMISSIONER

*[Signature]*  
COMMISSIONER

ATTEST:

*[Signature]*  
JULIE A. KJORSVIK, CLERK OF THE BOARD



APPROVED AS TO FORM:

KITTITAS COUNTY PROSECUTING ATTORNEY, by:

*[Signature]*  
DON L. ANDERSON, Deputy Prosecuting Attorney  
*[Signature]*