

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the GRANT COUNTY, Washington, a political subdivision of the State of Washington, whose business address is 37 C Street NW, Ephrata, WA 98823, and KITTITAS COUNTY, Washington, a political subdivision of the State of Washington, whose business address is 205 West 5th Avenue, Ellensburg, WA 98926-2887.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 RCW provides for interlocal cooperation between governmental agencies; and

WHEREAS, chapter 39.33 of the RCW provides for the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; 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/or jointly dispose of property where such mutual effort can be planned in advance, jointly acquire goods and services, and to purchase or acquire goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered jointly by Grant County and Kittitas County. Issues and/or disputes related to implementation of this Agreement shall be referred to each respective governing authority for resolution. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in chapter 39.34 RCW.
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; and
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
 - C. Disposal of goods by each party acting as agent for the other, or both parties when agreed to in advance, in writing.

4. DURATION AGREEMENT - TERMINATION. This Agreement shall remain in force until terminated by either party in writing. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services 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 RCW 39.34.040 of or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this Agreement becoming effective.
9. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services 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 consequence 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 omission of any person, firm or corporation not a party to this Agreement. **PROVIDED:** Neither this Agreement or any content herein shall create an employer-employee or principal-agent relationship, and/or partnership or joint venture between the Grant County and Kittitas County.
12. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

DATED this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Carolann Swartz, Chair

Richard Stevens, Vice Chair

Cindy Carter, Member

ATTEST:

Barbara J. Vasquez
Clerk of the Board

Approved as to form:

Dalton Lee Pence
Deputy Prosecuting Attorney
Date: _____

BOARD OF COUNTY COMMISSIONERS
KITITITAS COUNTY, WASHINGTON

Paul Jewell, District 1

Gary Berndt, District 2

Obie O'Brien, District 3

ATTEST:

Julie Kjorsvik
Clerk of the Board

Approved as to form:

Greg Zempel
Prosecuting Attorney
Date: _____