

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between FRANKLIN COUNTY FIRE DISTRICT NO. 3, a municipal corporation, and GRANT COUNTY FIRE DISTRICT NO. 10, a municipal corporation.

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, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, both parties are required to make certain purchases by form 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 mutual interest; and

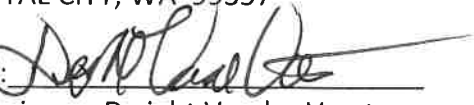
WHEREAS, the parties also wish to utilize each other's contracts where it is in their mutual interest; and

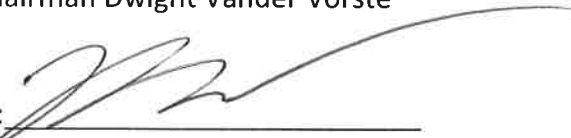
NOW, THEREFORE, the parties agree as follows:

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 and the purchase or acquisition of goods and services under contract where a price is extended by either party's bidder to other governmental services.
2. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. **Scope.** This agreement shall allow the following services:
 - 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.
4. **Duration of Agreement – Termination.** This agreement shall remain in force until cancelled by with 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, particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. **Financing.** The method of financing or payment shall be through budgeted 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 goods or services intended for use by the other party.
8. **Filing.** Executed copies of the 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 which to procure the goods being offered to the party and allowing the bidder the options of extending its 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 party 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.
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 effecting the validity or enforcement of such provisions.

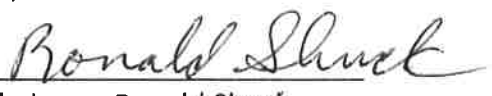
GRANT CO. FIRE DISTRICT NO. 10
 336 CAMELIA STREET PO BOX 220
 ROYAL CITY, WA 99357

BY: 
 Chairman Dwight Vander Vorste

BY: 
 Commissioner Robert D. Weber


BY: 
 Commissioner Mike Moore

FRANKLIN CO. FIRE DISTRICT NO. 3
 7809 RD 36 N.
 PASCO, WA 99301

BY: 
 Chairman Ronald Shuck

BY: 
 Commissioner Glen Clifford

BY: _____
 Commissioner Todd Blackman

Attest: 
 District Secretary

Attest: 
 District Secretary