

## INTERGOVERNMENTAL COOPERATION AGREEMENT

**THIS AGREEMENT** is between CITY OF SELAH, a municipal corporation, and FRANKLIN COUNTY FIRE DISTRICT #3, 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 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 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 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. The administrator of this contract shall be the chief of the district which is conducting the advertisement and bid process.
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.

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.

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 good 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. Pursuant to RCW 39.34.030, the party advertising for bids shall post the bid or solicitation notice on a web site established and maintained by a public agency purchasing cooperative, or similar service provider, or shall provide an access link on the state's web portal to the notice.

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 options of extending its bid price, terms and condition.

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.

CITY OF SELAH

115 W. Naches Ave.  
Selah, WA 98942

FRANKLIN COUNTY  
FIRE DISTRICT #3  
7809 Road 36 N.  
Pasco, WA 99301

By:   
Title: Mayor

  
Board Chair

  
Fire Commissioner

  
Fire Commissioner

Date: 10/27/15

Date: 10-13-15

ATTEST:

  
City Clerk

ATTEST:

  
District Secretary