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BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN TOWN OF
WILSON CREEK AND GRANT COUNTY
FOR COOPERATIVE PURCHASING AND
THE IMPROVEMENT OF CERTAIN
COUNTY-OWNED INFRASTRUCTURE
AROUND TOWN OWNED PROPERTY.**

RESOLUTION No. 20- 019 -CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing 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, Grant County, Washington, a political subdivision of the State of Washington, by and through Grant County Public Works, and The Town of Wilson Creek are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the Town and the County own adjacent properties; and

WHEREAS, the County owns infrastructure surrounding Town property such as signage, roadways and sidewalks that connect with Town owned infrastructure; and

WHEREAS, the Town and the County each conduct public work projects on their respective properties that may benefit, in whole or in part, the other agenda; and

WHEREAS, the Town and the County recognize that the installation and maintenance of infrastructure by the other supports commerce and economic development opportunities for each; and

WHEREAS, the Town and the County each procure material, equipment and services used to develop, repair or maintain infrastructure; and

WHEREAS, the Town and the County desire to provide for the ability to utilize each other's bidding and procurement policies and procedures; and

WHEREAS, the Town and the County desire to provide for the ability to conduct a public works project that benefits the other.

NOW, THEREFORE, BE IT RESOLVED, that the Interlocal Agreement for cooperative purchasing and the improvement of certain County-owned infrastructure around Town owned property be executed by and between the aforementioned parties.

PASSED AND ADOPTED this 2nd day of March, 2020

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain

Excused
Cindy Carter, Chair

[Signature]
Tom Taylor, Vice-Chair

ATTEST:

[Signature]
Clerk of the Board

[Signature]
Richard Stevens, Member

**INTERLOCAL COOPERATION AGREEMENT
FOR COOPERATIVE PURCHASING AND PUBLIC WORKS**

March 12, 2020, by and between the **TOWN OF WILSON CREEK**, a Washington municipal corporation ("Town"), and **GRANT COUNTY**, a Washington county ("County") for cooperative purchasing and the improvement of certain County-owned infrastructure around Town owned property. The Town and the County are each an "agency" and collectively the "agencies".

WHEREAS, the Town and the County own adjacent properties;

WHEREAS, the County owns infrastructure surrounding Town property such as signage, roadways and sidewalks that connect with Town owned infrastructure;

WHEREAS, the Town and the County each conduct public works projects on their respective properties that may benefit, in whole or in part, the other agency;

WHEREAS, the Town and the County recognize that the installation and maintenance of infrastructure by the other supports commerce and economic development opportunities for each;

WHEREAS, the Town and the County each procure material, equipment and services used to develop, repair or maintain infrastructure;

WHEREAS, The Town and the County desire to provide for the ability to utilize each other's bidding and procurement policies and procedures;

WHEREAS, The Town and the County desire to provide for the ability to conduct a public works project that benefits the other,

NOW THEREFORE, the Town and the County agree as follows:

1. **Cooperative Purchasing.** To the full extent permitted by law, the Town and the County may elect to allow the other to "piggyback" off each other's bids for the procurement of material or equipment where the bid documents allow the procurement price to be provided to another governmental agency.
 - 1.1 **Extend Contracts.** Each agency, in contracting for the purchase of supplies, materials, equipment, and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. Each agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.
 - 1.2 **Release.** The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement. Each purchasing agency releases the original contracting agency from any and all claims, demands, or judgements arising out of the purchase of supplies, materials, equipment, and services pursuant to this Agreement.
 - 1.3 **Payment of Items.** Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.

2. **County Public Works Projects.** To the extent permitted by law, the Town and the County may also enter into project agreements whereby the County undertakes a public works project that is paid for, in whole or in part, by the other agency.
 - 2.1 **Application for Projects.** The Town shall make written application for a project (the "Project") on forms provided by the County (the "Application"). The Application will include a description of the method of allocating the cost of the Project. For example, the Town could pay all or a portion of a particular project depending on the overall benefit to the Town and the County. The town and the County will determine that each project cost allocation will represent such "true and full value" to each agency as required by RCW 43.09.210. The County reserves the right to deny or approve the Application at its sole discretion.
 - 2.2 **Designing and Bidding Projects.** If the county approves an Application, the County will provide the necessary engineering, administrative, and clerical services necessary to execute the Project. Additionally, the County shall bid and construct the Project in accordance with all applicable laws. The County will provide the bid schedule to the Town for review and comment prior to publishing the bid.
 - 2.3 **Construction of the Project.** After award of the bid, the County will supervise the construction of the Project. In the event that the selected contractor, the Town, or the County conclude that a change to the Project is necessary, the Town and the County will discuss the proposed change. Any change to the Project must be documented in a written change order approved by both the Town and the County. Prior to the County's acceptance of the Project, the Town and the County will jointly inspect the completed Project to identify any construction issues.
 - 2.4 **Town Payment to County.** After completion of the Project and the acceptance by the County, the Town will reimburse the County for its agreed share of the completed Project in: (i) the amount listed on the bid schedule; (ii) the cost of any approved change orders for that Project; and (iii) all applicable sales tax for that Project.
 - 2.5 **Payment Procedure.** Upon completion of the Project, the County will provide an invoice to the Town for the payment set forth in this Agreement. The Town will pay the invoice within thirty (30) days of receipt of the invoice. In the event of any dispute, the Town will pay the undisputed amount together with a detailed written explanation of the nature of the dispute. Thereafter, the Town and the County's designated representatives will meet and confer on a resolution of the dispute.
 - 2.6 **Terms Included in any Contract.** The County shall require the contractor to which it awards the bid to perform the Project to (i) defend, indemnify, and hold harmless the Town to the same extent as such indemnification is provided to the County; (ii) provide a limited waiver of its immunity under Title 51 towards the Town to the same extent as such indemnification is provided to the County, and; (iii) name the Town as an "additional insured" on any and all insurance policies the County required the contractor to have in place to the same extent that the County requires the contractor to name the County as an additional insured.

3. **Term.** Either party may terminate this Agreement upon sixty (60) days; written notice. However, any costs incurred by an agency through the date of termination shall be paid at termination.
4. **No Third-Party Beneficiary.** There are no third-party beneficiaries to this Agreement.
5. **No Assignment.** This Agreement and/or any right, privilege, or immunity shall not be assigned.
6. **Representatives.** The following persons are designated as the representatives for Projects and this Agreement. All notices, demands, requests, consents and approvals that may or are required to be given shall be in writing and directed to:

Town: Kevon Newland
 Mayor of Wilson Creek
 PO Box 162
 Wilson Creek, WA 98860
 Phone: 509-345-2531

County: Brittany Rang
 Administrative Services Coordinator
 Board of County Commissioners
 P.O Box 37
 Ephrata, WA 98823
 Email: brang@grantcountywa.gov

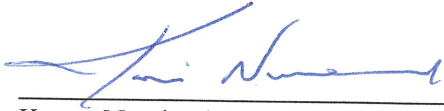
7. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.
8. **Amendment.** No modification or amendment of this Agreement may be made except by a written document approved by the Town and the County respectively.
9. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either Party hereto, the Parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds, and assurances, which may reasonably be required to effect the purposes of this Agreement.
10. **Neutral Authorship.** Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of both Parties hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
11. **No Liability.** The town and the County are independent governments. Except as expressly provided herein, neither Party shall be liable for the acts or omissions of the other or their respective public officials, employees or agents.
12. **Jurisdiction and Venue.** Any action to enforce any term or condition of this Agreement shall be brought in a county adjacent to Grant County as provided in any action wherein the County is a defendant.

13. **Entire Agreement.** The entire agreement between the County and the Town is contained in this Agreement (including the recitals, the exhibits, and the terms), and this Agreement shall supersede all of their previous understandings and agreements, with respect to the subject matter of this Agreement.

ADOPTED by each government noted below in an open public meeting on the date below noted.

TOWN OF WILSON CREEK

EXECUTED, this 12th day of March, 2020, for the **TOWN OF WILSON CREEK**.



Kevin ~~Kevin~~ Newland, Mayor

GRANT COUNTY

EXECUTED, this 2nd day of March, 2020, for **GRANT COUNTY**.


**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY**

Excused

Cindy Carter, Chair

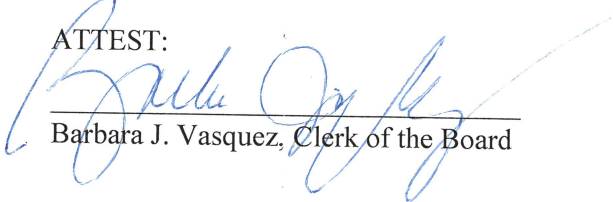


Tom Taylor, Vice Chair



Richard Stevens, Member

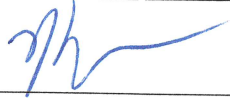
ATTEST:



Barbara J. Vasquez, Clerk of the Board

Approved as to form:

Date: 2/29, 2020.



Kevin J. McCrae, WSBA: 43087
Chief Civil Deputy Prosecuting Attorney