

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN KITTITAS COUNTY AND
KITTITAS COUNTY CONSERVATION DISTRICT
FOR USE OF COUNTY SMALL WORKS AND SMALL PURCHASE ROSTERS

THIS AGREEMENT is made and entered into this 2nd day of October, 2007, between KITTITAS COUNTY, a political subdivision of the State of Washington, and the KITTITAS COUNTY CONSERVATION DISTRICT ("the Conservation District"), a political subdivision of the State of Washington.

WITNESSETH:

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, the County and the Conservation District are public agencies within the meaning of chapter 39.34 RCW;

WHEREAS, chapter 89.08 RCW specifically provides for the Conservation District to enter into interlocal agreements;

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 as follows:

1. PURPOSE. The purpose of this agreement is to acknowledge and facilitate the parties' mutual interest to joint projects.
2. ADMINISTRATION. No new separate legal or administrative entity is created to administer the provisions of this agreement.
3. SCOPE. This agreement shall allow joint cooperative projects allowable by law, and shall allow the Conservation District access to the County's small works and small purchase rosters for acquiring goods and services.
4. DURATION OF AGREEMENT – TERMINATION. This agreement shall remain in force until cancelled by either party in writing.

5. RELATIONSHIP OF THE PARTIES. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the Conservation District for any purpose, and the employees of the County are not entitled to any of the benefits the Conservation District provides to Conservation District employees. No agent, employee or representative of the Conservation District shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the Conservation District are not entitled to any of the benefits the County provides to 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. Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective.
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 shall be liable and responsible for the consequences 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 admission of any person, firm or corporation not a party to this agreement.

13. 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 provision or affecting the validity or enforcement of such provision.

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

**KITTITAS COUNTY
CONSERVATION DISTRICT**
607 East Mountain View
Ellensburg, WA 98926

By: *Mark Moore* DATED: 9/13/07
Mark Moore, Chairman, Board of Supervisors

KITTITAS COUNTY BOARD OF COMMISSIONERS
205 West 5th Avenue, Room 108
Ellensburg, WA 98926

Al Colbank DATED: 10/2/07
BOARD CHAIRMAN

David B. Bon
COMMISSIONER

[Signature]
COMMISSIONER

attest:

Jmuel Kjosvick
Clerk of the Board

