

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between the Ukiah Valley Libraries, a municipal corporation, and Yakima County, a municipal corporation 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 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;

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 efforts 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 separate legal or administrative entity is created to administer the provision of this agreement.
3. SCOPE. This agreement shall allow the following activities:
 - A. Purchase or acquisitions 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 acquisitions 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 either party in writing.
5. 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 acquisition 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 required 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 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 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 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 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.
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 provision or affecting the validity or enforcement of such provision.

By Kevin Steiner

Title Finance and Operations Mgr

Address 102 N. 3rd Street

Yakima, WA 98901

Dated: 6/24/08

YAKIMA COUNTY BOARD OF COMMISSIONERS
Room 416, Courthouse
Yakima, WA 98901

BOARD OF YAKIMA COUNTY COMMISSIONERS

Ronald F. Gamache

Ronald F. Gamache, Chairman

Dated: July 1, 2008

Excused

J. Rand Elliott, Commissioner

Michael D. Leita

Michael D. Leita, Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

APPROVED AS TO FORM:

Hefane Weigand

**Deputy Prosecuting Attorney
of Yakima County, Washington**



Attest:

Christina S. Steiner

Christina S. Steiner
Clerk of the Board