BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON

IN RE: APPROVING A JOINT PURCHASING AGREEMENT BETWEEN LEWIS COUNTY AND CITY OF BELLEVUE, WASHINGTON	))))	**RESOLUTION #04-** 299

WHEREAS, The City of Bellevue, Washington has requested Lewis County enter into joint purchasing agreement, and;

WHEREAS, the Board of County Commissioners has had an opportunity to review the Interlocal Joint Purchasing Agreement, attached to this resolution as Exhibit A, and;

WHEREAS, it appears to be in the best public interest to enter into this agreement,

NOW, THEREFORE BE IT RESOLVED that the Interlocal Joint Purchasing Agreement between City of Bellevue, Washington and Lewis County is hereby approved and the Chief of Staff is hereby authorized to sign the agreement on behalf of Lewis County.

DONE IN OPEN SESSION this 23rd day of August, 2004.

APPROVED AS TO FORM:
Jeremy Randolph, Prosecuting Attorney

By: Douglas P. Ford
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

Gary Johnson
Chairman

Richard A. Nelson
Member

Dennis Hadaller
Member

ATTEST:

Karisa Duffey
Karisa Duffey, Clerk of the Board

SEAL OF LEWIS COUNTY, WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845 WASHINGTON'S 1st COUNTY

EXHIBIT "A"

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the City of Bellevue, a political subdivision of the State of Washington, and the County of Lewis, a public agency under the laws 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 provided for interlocal cooperation between governmental agencies; and

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

WHEREAS, the parties desire to utilize each other's procurement agreements when 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 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.

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 governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.

4. DURATION AGREEMENT – TERMINATION: This agreement shall remain in force until cancelled 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 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 REQUIREMENT: 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.

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 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 aqencies 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.

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 consequence 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 omission 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 provisions.

APPROVED

Lewis County
Agency Name

Signature Date

Chief of Staff
Title

Signature (if needed) Date

Title

APPROVED, CITY OF BELLEVUE

Smith 9/21/04
Purchasing Manager Date

APPROVED AS TO FORM:

Patrice Cole 9/3/04
Assistant City Attorney Date

ATTEST:

City Clerk Date