

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

APPROVING AN INTERLOCAL)
AGREEMENT BETWEEN LEWIS COUNTY) RESOLUTION NO. 08- 147
AND FRANKLIN COUNTY FOR)
COOPERATIVE GOVERNMENTAL)
PURCHASING)

WHEREAS, the County has equipment in need of replacement; and

WHEREAS, there is no open contract available with the State of Washington;
and

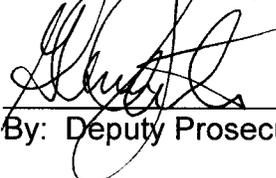
WHEREAS, Franklin County has a bid award with John Deere dated May 16,
2007; and

WHEREAS, it appears to be in the best public interest to authorize the execution
of an Interlocal Agreement between Lewis County and Franklin County;

NOW, THEREFORE BE IT RESOLVED, that the aforesaid Interlocal Agreement
is hereby approved and the Board of County Commissioners is authorized to sign the
same.

DONE IN OPEN SESSION this 5th day of May, 2008.

APPROVED AS TO FORM:
L. Michael Golden, Prosecuting Attorney



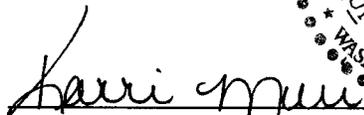
By: Deputy Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**



Ron Averill, Chairman

ATTEST:

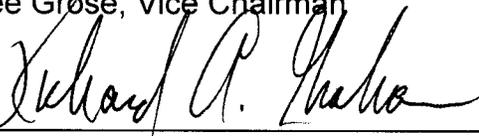


Karri Muir, Clerk of the Board





F. Lee Grose, Vice Chairman



Richard Graham, Member

EXHIBIT A - Resolution No. 08-147

LEWIS COUNTY – FRANKLIN COUNTY INTERLOCAL AGREEMENT

This **Interlocal Agreement** made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington and to other applicable laws, and ORS 279A.200 to 279A.225, by and between the COUNTY OF FRANKLIN, a municipal corporation of the State of Washington, and the COUNTY OF LEWIS, a municipal corporation of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. This agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time by both Franklin County and Lewis County.
2. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
3. Each of the parties shall comply with all applicable laws and regulations governing its own purchases.
4. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

7. The Purchasing Manager of Franklin County, and the Purchasing Fleet Manger of Lewis County shall be representatives of the entities for carrying out the terms of this Agreement.
8. This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt of one of the parties of the written notice of cancellation of the other party.

In Witness Whereof the parties hereto have executed this Agreement as of this 5th day of May, 2008.

**BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

By: _____

Ron Averill, Chairman

By: _____

Richard Graham, District 2

By: _____

F. Lee Grose, District 3

**BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY, WASHINGTON**

By: _____

By: _____

By: _____