

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

IN RE: APPROVING INTERGOVERNMENTAL)
PURCHASING AGREEMENT WITH PIERCE) RESOLUTION 93-01
COUNTY AND AUTHORIZING SIGNATURE THEREON)

WHEREAS, the Lewis County Department of Public Services' Fleet and Electronics Division has presented an Intergovernmental Cooperative Purchasing Agreement, prepared in cooperation with Pierce County for the purchase of goods and services; and,

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

WHEREAS, it appears to be in the best public interest to authorize this grant agreement with Pierce County; NOW THEREFORE

BE IT RESOLVED that this Intergovernmental Cooperative Purchasing Agreement with Pierce County for purchase of goods and services is hereby approved and the Director of the Department of Public Services is hereby authorized to sign the agreement on behalf of Lewis County.

DONE IN OPEN SESSION this 4th day of January, ~~1992~~. 1993.

ATTEST:

Gary E. Smell
County Auditor & Ex-Officio
Clerk of the Board

APPROVED AS TO FORM:

NELSON HUNT
Prosecuting Attorney

Eugene Butler
Eugene Butler
Chief Civil Deputy

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Warren Dalphin
Chairman
Richard A. Kuba
Member

Carl Hamming
Member



200410060964 4 PGS
 10-06-2004 04:17pm \$0.00
 PIERCE COUNTY, WASHINGTON

Name & Return Address:

PC Purchasing
Merit Bldg
Attn: Marcia

Please print legibly or type information.

Document Title(s)	<i>Interlocal Agreement</i>
Grantor(s)	
____ Additional Names on Page ____ of Document	<i>Lewis County</i>
Grantee(s)	
____ Additional Names on Page ____ of Document	<i>Pierce County</i>
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	
Complete Legal Description on Page ____ of Document	
Auditor's Reference Number(s)	
Assessor's Property Tax Parcel/Account Number(s)	
<p>The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p> <p>I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.</p>	
<p>_____ Signature of Requesting Party (Required for non-standard recordings only)</p>	
<p>Gpcovst.doc rev 4/02</p>	

PIERCE COUNTY

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

TERMS OF AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, Pierce County, Purchasing Department, hereinafter called "Pierce County" and the following named public agency or political subdivision of the State of Washington: Lewis County, hereinafter called the "Public Agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Pierce County, in contracting for the purchase of goods and services for itself agrees to seek the same or similar terms for the Public Agency, where appropriate in Pierce County's sole discretion, to the extent permitted by law.
2. The method of financing or payment of purchases pursuant to this agreement shall be through budgeted funds or other available funds of the Public Agency. Any services or goods procured by the Public Agency under these contracts shall remain the exclusive property of or under control of said Public Agency.
3. Whenever Pierce County has included in contracts with any vendor the authority for the purchase of goods and/or services by a Public Agency, the Public Agency may purchase on the same terms and conditions as Pierce County. Such purchase may be effected by a direct contract between the Public Agency and the vendor. Pierce County accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor; and Pierce County accepts no responsibility for the payment of the purchase price by the Public Agency.
4. This agreement shall remain in force until canceled by either party in writing.
5. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. Pierce County and the Public Agency each reserve the right to exclude the other from any particular purchasing contract, with or without notice.
6. 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. The Public Agency agrees to defend, indemnify and hold harmless the County, its' officers, agents or employees from any claims, costs and/or demands arising out of or related to this agreement.

7. Pierce County will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of Pierce County. The Public Agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the Public Agency in question.

Pierce County
Purchasing Division
615 South 9th Street, Suite 100
Tacoma, WA 98405-4673
(206) 591-7730

Michael Clark 12-29-92
Michael Clark
Purchasing Agent

Public Agency: Lewis County (Department of Public Services)

Address: PO Box 899

City/State/Zip: Chehalis Washington 98532

Telephone: 206/ 748-9169

Name of Individual Robert B. Berg

Title: Director

Signature: *Robert B. Berg*

Date: 12/31/92