

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

APPROVING AN INTERLOCAL AGREEMENT )  
BETWEEN LEWIS COUNTY AND THURSTON ) RESOLUTION NO. 11- 131  
COUNTY AND CITY OF TUMWATER FOR )  
COOPERATIVE GOVERNMENTAL PURCHASING )

**WHEREAS**, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 RCW provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers; and

**WHEREAS**, the Parties, Thurston County, the City of Tumwater and Lewis County desire to utilize each other's procurement agreements when it is in their mutual interest; and

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

**WHEREAS**, it appears to be in the public's best interest to authorize this Interlocal Agreement between Stevens County and Lewis County;

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

DONE IN OPEN SESSION this 18 day of April, 2011.

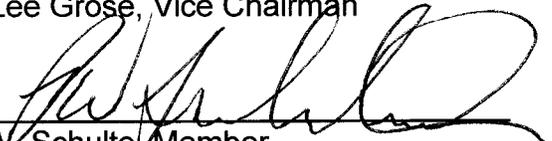
**APPROVED AS TO FORM:**  
Jonathan L. Meyer, Prosecuting Attorney

  
By: Civil Deputy

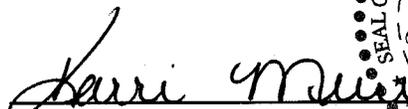
**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

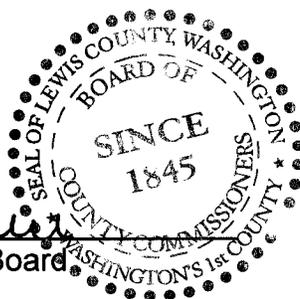
  
Ron Averill, Chairman

  
F. Lee Grose, Vice Chairman

  
P.W. Schulte, Member

**ATTEST:**

  
Karri Muir, Clerk of the Board



**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN  
THURSTON COUNTY  
AND  
LEWIS COUNTY**

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, by and between the COUNTY OF THURSTON, 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. RESPONSIBILITIES OF THE PARTIES.

- A. The Parties, for themselves, from time to time contract for the purchase of supplies, material, equipment, and services. The Parties agree to extend to each other the right to purchase goods and services pursuant to such contracts to the extent permitted by law, and to the extent agreed upon between each Party and the bidder, contractor, vendor, supplier, or services provider.
- B. Each Party shall comply with its own statutory requirements regarding notice for bids or proposals for the acquisition of goods and services subject to this Agreement, and each Party shall post the bid or solicitation notice on a web site established and maintained by each Party for purposes of posting public notice of bid or proposal solicitations.
- C. The Parties may insert in its bids or solicitations for goods or services a provision disclosing that other authorized governmental agencies may also wish to procure the goods or services 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.
- D. Each Party shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and each Party shall be responsible for the performance, suitability, and payment of any goods or services provided under any purchasing contract obtained under this Agreement.
- E. The Parties shall have the right to contract independently for the purchase of any goods or services without notice to the other Party. Further, each Party reserves the right to exclude the other Party from any particular purchasing contract with or without notice.
- F. 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.
- G. Each Party shall be responsible for compliance with federal state and local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. No obligation, except as stated herein, shall be created between the Parties or between the Parties and any applicable bidder or contractor.

3. FINANCING. The manner of financing or payment of purchases pursuant to this Agreement shall be through budgeted funds or other available funds of the purchasing Party.

4. DURATION AND TERMINATION. This Agreement shall remain in force for a period of five (5) years, unless terminated early by thirty (30) days prior written notice from one party to the other.
5. FILING. Prior to its entry into force, each Party shall file an executed copy of this Agreement as required by RCW 39.34.040.
6. SEVERABILITY. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

In Witness Whereof the parties hereto have executed this Agreement as of this 18 day of April, 2011.

LEWIS COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS

THURSTON COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS

Adopted:  \_\_\_\_\_

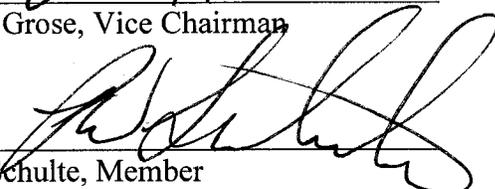
Adopted: \_\_\_\_\_

Ron Averill, Chairman

Karen Valenzuela, Chairman

  
F. Lee Grose, Vice Chairman

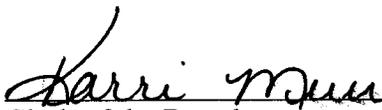
\_\_\_\_\_  
Sandra Romero, Vice Chairman

  
P.W. Schulte, Member

\_\_\_\_\_  
Cathy Wolfe, Commissioner

ATTEST:

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Clerk of the Board

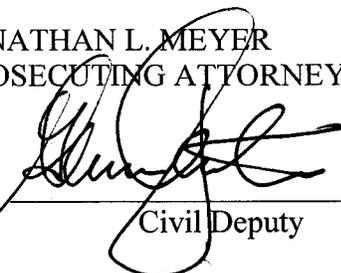
\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

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JONATHAN L. MEYER  
PROSECUTING ATTORNEY

PROSECUTING ATTORNEY

By:   
Civil Deputy

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN  
CITY OF TUMWATER  
AND  
LEWIS COUNTY**

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, by and between the CITY OF TUMWATER, 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:

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- A. The Parties, for themselves, from time to time contract for the purchase of supplies, material, equipment, and services. The Parties agree to extend to each other the right to purchase goods and services pursuant to such contracts to the extent permitted by law, and to the extent agreed upon between each Party and the bidder, contractor, vendor, supplier, or services provider.
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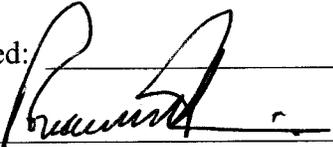
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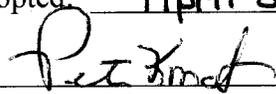
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In Witness Whereof the parties hereto have executed this Agreement as of this 18 day of April, 2011.

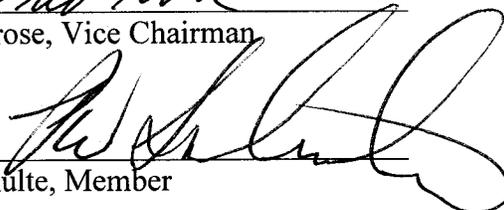
LEWIS COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS

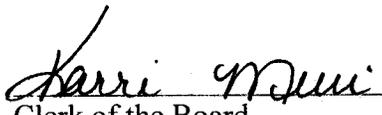
CITY OF TUMWATER, WASHINGTON  
CITY COUNCIL

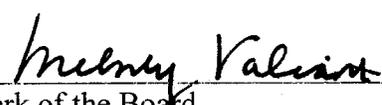
Adopted:   
Ron Averill, Chairman

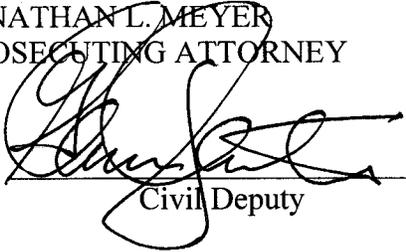
Adopted: April 5, 2011  
  
Pete Kmet, Mayor

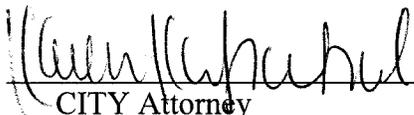
  
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P.W. Schulte, Member

ATTEST:  
  
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PROSECUTING ATTORNEY  
  
By:   
Civil Deputy

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