

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

APPROVING AN INTERLOCAL AGREEMENT)
REQUEST BY THE CITY OF RENTON,)
WASHINGTON AND SIGN AGREEMENT)

RESOLUTION NO. 13-226

WHEREAS, the City of Renton, Washington is in need of replacing dump trucks in their fleet; and

WHEREAS, the City of Renton has requested an Interlocal Agreement to perform governmental activities, including qualified purchases, be established between City of Renton and Lewis County by authority of RCW 39.34.080, and

WHEREAS, Lewis County has a recently awarded contact with Kenworth Northwest by resolution #13-053, and

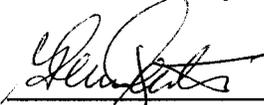
WHEREAS, the Lewis County bid documents authorize cooperative purchases by other government agencies.

NOW THEREFORE BE IT RESOLVED, that the Interlocal agreement is approved between Lewis County and the City of Renton, Washington, and the Board of County Commissioner is authorized to sign the same.

DONE IN OPEN SESSION this 15th day of April, 2013.

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney



By: Civil Deputy

ATTEST:



Karri Muir, Clerk of the Board



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



P.W. Schulte, Chairman



F. Lee Grose, Vice Chairman



Edna J. Fund, Member

LEWIS COUNTY – CITY OF RENTON 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, by and between the CITY OF RENTON, 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:

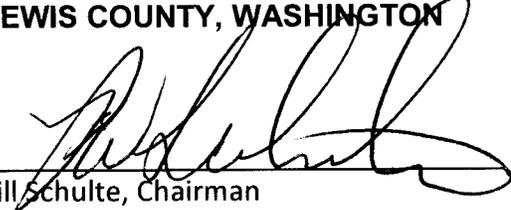
1. This agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time by both City of Renton and Lewis County.
2. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and 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 the City of Renton, 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 will expire on December 31, 2018, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the Director of Lewis County Public Works Department or the Lewis County Flood Control Districts Chairman, respectively.

In Witness Whereof the parties hereto have executed this Agreement as of this
4 day of April, 2013.

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

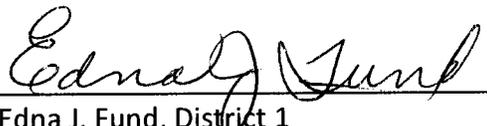
By: _____


Bill Schulte, Chairman

By: _____

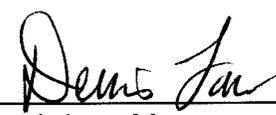

F. Lee Grose, District 3

By: _____

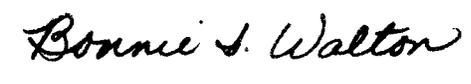

Edna J. Fund, District 1

CITY OF RENTON

By: _____


Denis Law, Mayor

ATTEST:



Bonnie I. Walton, City Clerk