

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

APPROVE AN INTERLOCAL COOPERATIVE
PURCHASING AGREEMENT WITH PACIFIC COUNTY

RESOLUTION 25-118

WHEREAS, pursuant to authority of Chapter 39.34 RCW, that provides for interlocal cooperation between local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage, and allows for cooperative purchase of certain goods and services utilizing each other's procurement agreements; and

WHEREAS, Pacific County has requested to enter into an Interlocal Cooperative Purchasing Agreement to purchase goods by contracting through contracts awarded by Lewis County Public Works; and

WHEREAS, upon approval, this agreement shall remain in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners has determined proceeding with the Interlocal Cooperative Purchasing Agreement between Lewis County and Pacific County is in the best public interest and is hereby approved, and the Chair is authorized to sign the same.

Done in open session this 22nd day of April 2025.

SUBSTITUTED THIS MAY 5, 2025, NUNC PRO TUNC FOR THE RESOLUTION PASSED IN OPEN SESSION ON APRIL 22, 2025, TO CORRECT TWO TYPOGRAPHICAL ERRORS IN THE ATTACHED INTERLOCAL JOINT PURCHASING AGREEMENT. THE CORRECTIONS CHANGE "WITH" TO "WISH" AND "FOODS" TO "GOODS" IN THE IN THE DOUBLE-UNDERLINED AREAS ON PAGE 2, § 9, OF THE ATTACHED.

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney


By David Bailey, Chief Civil DPA

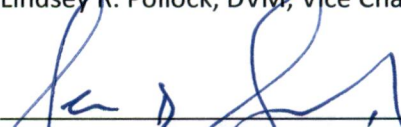
**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**


Scott J. Brummer, Chair

ATTEST:


Rieva Lester, Clerk of the Board


Lindsey R. Pollock, DVM, Vice Chair


Sean D. Swope, Commissioner



INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between Pacific County, a political subdivision of the State of Washington, and Lewis County, a political subdivision 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 good and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase of 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 by giving at least sixty (60) days notice.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of good 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 good or services intended for use by the other party.
8. FILING: Executed copies of this agreement shall be filed as required by Chapter 39.84.040 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 agencies 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 this consequence 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.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


Scott J. Brummer, Chair

ATTEST:

 5-6-2025
Rieva Lester Date
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Jerry Doyle, Chair

ATTEST

Amanda Bennett Date
Clerk of the Board

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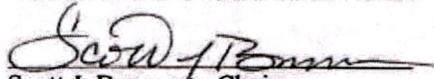
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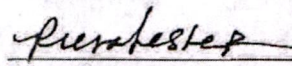
BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


Scott J. Brummer, Chair

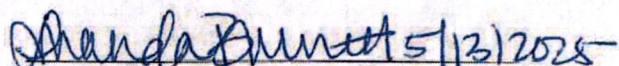
BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON


Jerry Doyle, Chair

ATTEST:

 5-6-2025
Rieva Lester Date
Clerk of the Board

ATTEST

 5/13/2025
Amanda Bennett Date
Clerk of the Board

BOCC AGENDA ITEM SUMMARY

Resolution:

BOCC Meeting Date: April 22, 2025

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approving an Interlocal Cooperative Purchasing Agreement between Lewis County and Pacific County

Contact: Geoff Soderquist

Phone: 2711

Department: PW - Public Works

Description:

Authorize the Board of County Commissioners (BOCC) to approve an Interlocal Cooperative Purchasing Agreement in response to a request from Pacific County

Approvals:

User	Status
PA's Office	Pending

Publication Requirements:

Publications:

Additional Copies:

Geoff Soderquist - PW, Wes Anderson - PW,
Mike Kroll - PW

Cover Letter To:

Please return signed agreement to Mike Kroll
for forwarding of document to Pacific County
for final signature.