

RESOLUTION

01 235

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: INTERLOCAL COOPERATIVE AGREEMENT WITH LEWIS COUNTY

WHEREAS, Lewis County has requested that Benton County enter into an Interlocal Cooperative Agreement in order to purchase goods and services off contracts negotiated by Benton County; and

WHEREAS, it appears to be in the best public interest to enter into said Agreement ; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign an Interlocal Cooperative Agreement with Lewis County, on behalf of Benton County.

Dated this 30th day of April, 2001.




Chairman of the Board.



Chairman Pro-Tem.



Member.

Attest:   
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington.

RBD:LJM:dlh

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

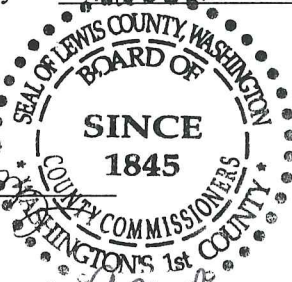
Pursuant to Chapter 39.34 RCW and to other applicable laws, LEWIS COUNTY and BENTON COUNTY both political subdivisions of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time by both Lewis and Benton Counties.
2. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, materials, 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, supplies, or service provider.
3. Each of the parties shall comply with all applicable laws and regulations governing its own purchase.
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 procedure 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 obligations except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.
7. The Chief Administrative Officer for Lewis County shall be the representative 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 by one of the parties of the written notice of cancellation of the other party.

Approved this 26 day of March, 2001.

ATTEST:

Karisa Duff  
Clerk of the Board



BOARD OF LEWIS COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Dennis Hadaller  
Chairman

Approved this 30th day of April, 2001.

ATTEST:

Joni Lynn Cabbage  
Clerk of the Board

BOARD OF BENTON COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

Leo M. Roseman  
Chairman

Approved as to Form:  
Lewis County Prosecutor

BY: [Signature]  
Clerk Civil Deputy

Approved as to Form:  
Benton County Prosecutor

BY: [Signature]