

RESOLUTION 2018 180

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF KENNEWICK

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County desires to arrange for making cooperative purchases of certain goods and services with the City of Kennewick; and the Board of Benton County Commissioners deems it to be in the best interests of the County that such an arrangement be carried out according to the provisions, terms and conditions of the attached agreement and that it is in the best interests of the County that the attached agreement be executed; **NOW, THEREFORE**,

BE IT RESOVLED the Benton County Board of Commissioners hereby approves the attached Intergovernmental Cooperative Purchasing Agreement between Benton County and the City of Kennewick and the Chairman of the Board of County Commissioners is hereby authorized and directed to execute said agreement, a copy of which is attached.

Dated this 6th day of March 2018.

JEROME DELVIN - ABSENT

Chairman



Chairman Pro-Tem



Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____


Clerk of the Board

INTERGOVERNMENTAL COOPERATIVE PURCHASING

AGREEMENT

Pursuant to Chapter 39.34 RCW and to other applicable laws, the CITY OF KENNEWICK and BENTON COUNTY, 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 the City of Kennewick and Benton 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 that it may, at its sole discretion, 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 shall 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 for 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) Nondiscrimination. Both parties agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

(7) 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.

(8) The Purchasing Manager of the City of Kennewick and the County Engineer of Benton County shall be representatives of the entities for carrying out the terms of this Agreement.

(9) 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.

(10) Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Kennewick City

Clerk, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

APPROVED this 22nd day of February, 2018

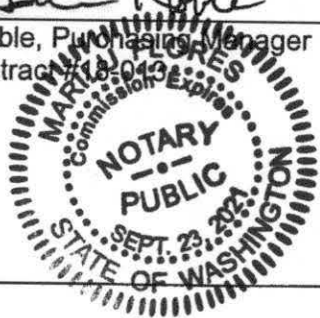
APPROVED this 6 day of March, 2018

CITY OF KENNEWICK

BENTON COUNTY

By: [Signature]
John Noble, Purchasing Manager
City Contract # 18-013

By: [Signature]
Chairman, Board of County
Commissioners



Subscribed and sworn to me this 6th day of March, 2018

Maribel Flores
Notary Public in and for the State of
Washington, residing at Prosser WA
My commission expires 9-23-21.

ATTEST:

[Signature]
Cami McKenzie, Clerk of the Board

Approved as to form:

[Signature]
Reid Hay
Deputy Prosecuting Attorney

2/23/18
Date