

RESOLUTION 2018 908

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN COWLITZ COUNTY AND BENTON COUNTY

WHEREAS, pursuant to the Interlocal Cooperation Act - RCW 39.34, Cowlitz County and Benton County wishes to enter into an Intergovernmental Cooperative Purchasing Agreement; and

WHEREAS, each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services; and

WHEREAS, the parties hereby agree 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; and

WHEREAS, the attached Agreement pertains to bids and contracts for supplies, material, equipment, or services required, as further outlined in the attached Agreement; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached Intergovernmental Cooperative Purchasing Agreement between Cowlitz County and Benton County and hereby authorizes the Chairman of the Board to sign the attached Agreement; and


BE IT FURTHER RESOLVED, said Agreement shall commence upon signature of both parties and 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.

Dated this 4 day of Dec, 2018.

JEROME DELVIN - ABSENT

Attest.....

Clerk of the Board

Chairman of the Board


Member



Member

Constituting the Board of Commissioners
of Benton County, Washington

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other applicable laws, COWLITZ COUNTY 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 required by COWLITZ 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. Benton County shall be designated as the Administrator of this Interlocal Agreement.

(8) The Purchasing Manager of COWLITZ COUNTY and the Procurement/Contract Coordinator 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 Benton County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

APPROVED this 20th day of November, 2018

APPROVED this 14 day of Dec, 2018



COWLITZ COUNTY

BENTON COUNTY

By: Joe Gardner
Joe Gardner, Chairman
Cowlitz County Commissioner

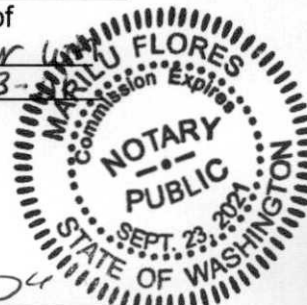
By: Shon Small
Shon Small Chairman - Pro Tem
Benton County Commissioner

Subscribed and sworn to me this 20th day of November, 2018

Subscribed and sworn to me this 14th day of December, 2018

Notary Public in and for the State of Washington, residing at Kelso
My commission expires 3-22-2020

Notary Public in and for the State of Washington, residing at Prosser
My commission expires 9-23-2021



ATTEST:

ATTEST:

Tiffany Ostreim
Tiffany Ostreim, Clerk of the Board

Cami McKenzie
Cami McKenzie, Clerk of the Board

Approved as to form:

Approved as to form:

Dana Giggler
Civil Deputy Prosecuting Attorney

Ryan J Lukson
Civil Deputy Prosecuting Attorney

Date

Date

11/27/18