



CONTRACT FACE SHEET

Cowlitz

- Document Type:
- Contract
 - MOU
 - Interlocal Agreement
 - Notice of Acceptance
 - Retainage
 - Franchise Agreement
 - Right of Way Use Agreement
 - Lien
 - Correspondence
 - Collective Bargaining Agreement
- Status:
- New
 - Amendment
 - Change Order
 - Renewal
 - Cancellation

*Vendor Name: Cowlitz County

*JDE PO Number: -

*Effective Date: 10.19.04

*Termination Date: 12.31.2099

*Clerks Receiving Number: 38880

Related Receiving Number: -

Bid Number: -

Grant Number: -

Ordinance Number: -

Resolution Number: -

CIP Number: -

Project Name: Interlocal Joint Purchasing Agreement

KC# 20060818000210

Vendor Number: -

Location: 06.105

ECM UPDATED

02/03/2009 *Change*

- 1)- Added KC Recording # to Contract Face Sheet
- 2)- Inserted KC Recording Cover Sheet into file as the file's second page.
- 3)- Updated file index fields
- 4)- Termination date changed to 12/31/2099

* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date: 01-30-06

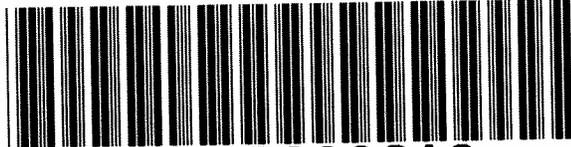
Scan: 2306 ALL

Index: 2306 MT

City of
Bellevue



◆ Post Office Box 90012 ◆ Bellevue, Washington ◆ 98009 9012 ◆



20060818000210

CITY OF BELLEV INTERLOCA 32.00
PAGE 001 OF 001
08/18/2006 09:33
KING COUNTY, WA

Recording Cover Sheet

To: King County Recorder's Office
From: City of Bellevue City Clerk's Office
P.O. Box 90012
Bellevue, WA 98009-9012
Date: 7/31/2006
Subject: Inter Local Agreement Filing

The following legislation and attached agreement are included for filing with King County Record's Office per RCW 39.34.040.

Government Agency:	City of Bellevue
Interlocal Agreement Participants:	City of Bellevue/ Cowlitz County
Adopting Legislation:	
Clerk's Receiving Numbers:	CR# 38880
Description:	Interlocal Joint Purchasing Agreement
Recording Fee	\$32.00

Full copy of above agreement available at the City of Bellevue, City Clerk's Records Division, 11511 Main Street, Bellevue, WA (425) 452-6805 email: cityclerk@ci.bellevue.wa.us

INTERLOCAL JOINT PURCHASING AGREEMENT

CR# 38880 DATE 01.30.01 LOG 06.105

THIS AGREEMENT is between the City of Bellevue, a political subdivision of the State of Washington, and the County of Cowlitz, a public agency under the laws 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:

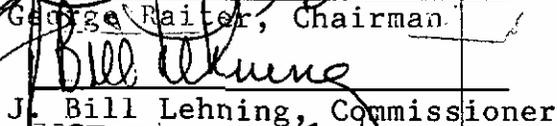
1. **PURPOSE:** The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services 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.
5. **RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED:** Each party reserves the right to contract independently for the acquisition of goods 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 goods or services intended for use by the other party.

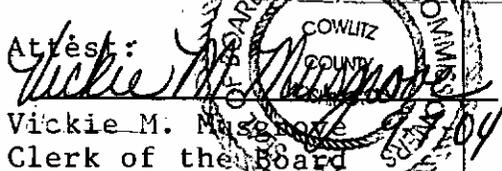
8. **FILING:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. **INTERLOCAL COOPERATION DISCLOSURE:** Each party may insert in its solicitations for goods a provision disclosing that other 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 the consequences 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.

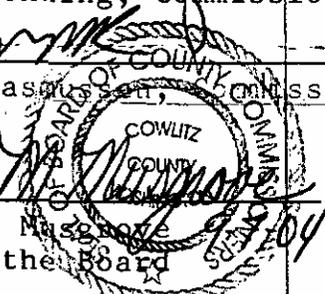
Board of County Commissioners
of Cowlitz County, Washington


George Raiter, Chairman


J. Bill Lehning, Commissioner


Jeff M. Rasch, Commissioner

Attest:

Vickie M. Massone
Clerk of the Board



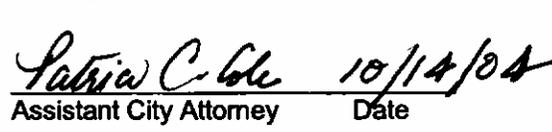
APPROVED AS TO FORM:


Ron Marshall, Deputy Prosecuting Attorney

APPROVED, CITY OF BELLEVUE


Purchasing Manager Date 10/19/04

APPROVED AS TO FORM:


Assistant City Attorney Date 10/14/04

ATTEST:


City Clerk Date 7/29/05