

After recording, return to: City of Bothell  
Name: Jennifer Phillips, City Manager  
Address: 18415 101<sup>st</sup> Ave  
Bothell, WA 98011

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN COWLITZ COUNTY AND CITY OF BOTHELL**

This Agreement, made and entered into by and between Cowlitz County, State of Washington, a Washington municipal corporation (hereinafter referred to as "Cowlitz County") and City of Bothell, State of Washington, a Washington municipal corporation (hereinafter referred to as "City of Bothell"), (collectively "Parties"), and whereby the Parties agree to cooperative governmental purchasing upon the following terms and conditions:

1. Purpose: Cooperative Purchases. The Parties hereto, pursuant to Titles 36 and 39 and Chapter 39.34 of the Revised Code of Washington do hereby agree to cooperatively purchase supplies, goods, services and equipment as a result of competitive bidding and within the qualifications or specifications established by and for Cowlitz County and City of Bothell.

Parties will finalize their own arrangements, including option selection, selections, trade-in and delivery arrangements for goods, services and equipment directly with the applicable contractor or vendor. Cowlitz County and City of Bothell agree that each Party has no liability as far as the durability, serviceability, performance and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual Party and will not be perceived as selected by the other Party. Cowlitz County and the City of Bothell accept no responsibility of the performance of any contracts by the contractor, and Cowlitz County and City of Bothell accept no responsibility for payment of the purchase price for any contract entered into by the other Party.

2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each Party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other Party. The Parties reserve the right to exclude the other Party from any particular purchasing or services contract, with or without notice to the other Party.

3. Term. This Agreement shall take effect immediately upon completion of the requirements of Section 6, "Recording" below and shall continue in effect until terminated. It may be terminated by either Party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

4. Compliance with Laws. Each Party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that Party's bidding

requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

5. Indemnification. 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.

6. Recording. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the respective county Auditor or posted on the respective county's Interlocal Agreements website.

7. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

The venue for any dispute related to this Agreement shall be in King County if the bid is issued by City of Bothell or in Cowlitz County if the bid is issued by Cowlitz County. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHERE OF, the parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

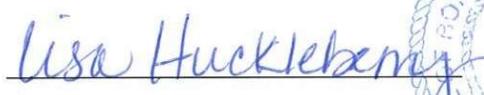
**BOARD OF COMMISSIONERS  
COWLITZ COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Joe Gardner, Board of County  
Commissioners, Chairman

  
\_\_\_\_\_  
Dennis Weber, Commissioner

  
\_\_\_\_\_  
Arne Mortensen, Commissioner

Dated: May 19, 2020

ATTEST: Clerk of the Board, Acting  
  
\_\_\_\_\_  


APPROVED AS TO FORM, ONLY:  
Doug Jensen, Chief Civil Deputy

By: \_\_\_\_\_  
Civil Deputy

  
\_\_\_\_\_  
Jennifer Phillips (Apr 29, 2020)

Jennifer Phillips, City Manager

Dated: Apr 29, 2020

APPROVED AS TO FORM, ONLY:

  
\_\_\_\_\_  
Paul Byrne (Apr 28, 2020)

Paul Byrne, City Attorney

**CITY OF BOTHELL, WASHINGTON  
AUTHORIZED SIGNATURE(S):**