

INTERLOCAL BIDDING/PURCHASING AGREEMENT BETWEEN COWLITZ COUNTY AND OKANOGAN COUNTY

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 Okanogan County, State of Washington, a Washington municipal corporation (hereinafter referred to as "Okanogan County"), (collectively "Parties").

WITNESSETH that:

A. The Parties maintain, for the benefit of the citizens of their respective jurisdictions, an *organized and standard bidding structure* charged with the function of securing equipment, goods and services within the limits of all appropriate bidding laws of the State of Washington and the individual jurisdictions, and

B. The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

C. It has been determined by each of the Parties hereto that it would be in the best interest of the citizens of their respective jurisdictions if, in some circumstances, the purchase of equipment, goods and services, can be purchased through a bidding process made up of more than one jurisdiction in the State of Washington; and

D. The Parties hereto desire and by this agreement enter into an Interlocal Cooperative Bidding/Purchasing Agreement ("Agreement") wherein the Parties can utilize each other's contracts where it is lawful and in their best interest to do so and may establish yearly bidding/purchasing for equipment, goods and services of mutual need requirements.

WHEREAS, the Parties hereto desire to set forth their rights, duties and responsibilities with respect to applicable laws, ordinances, and procedures as established by the Parties hereto and the State of Washington. The Parties may elect not to exercise their right under this Agreement every year, but may do so at any time the Agreement remains in effect.

NOW, THEREFORE, for and in consideration of the procedures contained herein performed and to be performed, the Parties hereto agree as follows:

1. Cooperative Purchases. The Parties hereto, pursuant to Chapters 36 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington, do hereby contract to cooperatively purchase goods, services and equipment as a result of competitive bidding and within the qualifications or specifications established by and for Cowlitz County and Okanogan County. Once bidding has been finalized and the Parties have been notified, both Parties will finalize their own individual 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 Okanogan County 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 Okanogan County accept no responsibility of the performance of any contracts by the contractor, and Cowlitz County and Okanogan County accept no responsibility for payment of the purchase price for any contract entered into by the other party.

This Agreement is offered to allow the Parties the capability to purchase goods, services, and equipment designed specifically for their use and to take advantage of prices achieved by group participation.

2. No Obligation to Purchase. 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 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. Survival. The provisions of Section 5 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. Contact Persons. The Parties stipulate that the following persons shall be the contact person for their respective jurisdiction:

a. COWLITZ COUNTY:

**Kent Cash, P.E., Director
Department of Public Works
1600-13th Avenue South
Kelso, WA 98626
Phone: (360) 577-3030**

b. OKANOGAN COUNTY:

**Bob Parten, Director
Department of Public Works
123 Fifth Avenue North
Okanogan, WA 98840
Phone: (509) 422-7300**

8. Recording and Effective Date. 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.

9. 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 effect 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 Okanogan County if the bid is issued by Okanogan County 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 WHEREOF, the parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

Approved this 18 day of June 2013.

BOARD OF COUNTY COMMISSIONERS
OF OKANOGAN COUNTY, WASHINGTON

[Signature]
Jim DeTro, Chairman

[Signature]
Ray Campbell, Commissioner

[Signature]
Sheilah Kennedy, Commissioner

ATTEST: Clerk of the Board

[Signature]
Lalena Johns



APPROVED AS TO FORM, ONLY:
STEVE BOZARTH, Prosecuting Attorney

By: [Signature]

Approved this 9th day of July, 2013.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

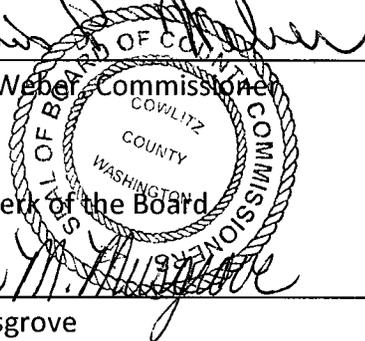
[Signature]
Michael A. Karnofski, Chairman

[Signature]
James R. Misner, Commissioner

[Signature]
Dennis P. Weber, Commissioner

ATTEST: Clerk of the Board

[Signature]
Vickie Musgrove



APPROVED AS TO FORM, ONLY:
SUSAN I. BAUR, Prosecuting Attorney

By: [Signature]
Civil Deputy