

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING EXECUTION
OF GRANT COUNTY INTERGOVERN-
MENTAL COOPERATIVE PURCHASING
AGREEMENT WITH PIERCE COUNTY**

RESOLUTION No. 16-⁰²⁰-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing 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, Grant County, Washington, by and through its Board of County Commissioners, and the County of Pierce, municipal corporations created and situated within the State of Washington, are vested with authority to enter into an intergovernmental agreement pursuant to chapter 39.34 RCW; and

WHEREAS, it is the desire of Grant County and Pierce County to enter into an intergovernmental agreement for the purpose of contracting for the purchase of goods and services, whether such purchase may be affected by a direct contract between a County and a vendor, when such activities and efforts are determined to be in the mutual best interest of the parties.

NOW, THEREFORE, BE IT RESOLVED, that the attached Grant County Intergovernmental Cooperative Purchasing Agreement be executed between Grant County and Pierce County.

PASSED AND ADOPTED this 14th day of March, 2016.

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Yea Nay Abstain


Cindy Carter, Chair


Carolann Swartz, Vice-Chair


Richard Stevens, Member

ATTEST:


Clerk of the Board

GRANT COUNTY

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

TERMS OF AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, Grant County, hereinafter called "Grant County" and the following named public agency or political subdivision of the State of Washington: Pierce County, hereinafter called the "Public Agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Grant County, in contracting for the purchase of goods and services for itself agrees to seek the same or similar terms for the Public Agency, where appropriate in Grant County's sole discretion, to the extent permitted by law.
2. The method of financing or payment of purchases pursuant to this agreement shall be through budgeted funds or other available funds of the Public Agency. Any services or goods procured by the Public Agency under these contracts shall remain the exclusive property of or under control of said Public Agency.
3. Whenever Grant County has included in contracts with any vendor the authority for the purchase of goods and/or services by a Public Agency, the Public Agency may purchase on the same terms and conditions as Grant County. Such purchase may be affected by a direct contract between the Public Agency and the vendor. Grant County accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor; and Grant County accepts no responsibility for the payment of the purchase price by the Public Agency.
4. This agreement shall remain in force until canceled by either party in writing.
5. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. Grant County and the Public Agency each reserve the right to exclude the other from any particular purchasing contract, with or without notice.
6. 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. The Public Agency agrees to defend, indemnify and hold harmless the County, its'

officers, agents or employees from any claims, costs and/or demands arising out of or related to this agreement.

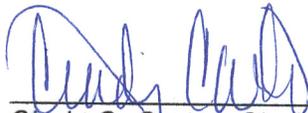
7. Grant County will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of Grant County. The Public Agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the Public Agency in question.
8. Debarment and Suspension Certification

Both the County and the public agency certifies to the best of their respective knowledge and belief, that they and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the County and/or the public agency are unable to certify to any of the statements in this certification, they shall attach an explanation to this agreement.

IN WITNESS THEREOF, the parties have executed this Intergovernmental Purchasing Agreement this 14th day of March, 2016.

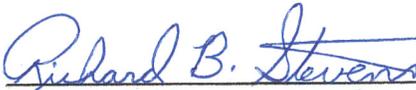
BOARD OF COUNTY COMMISSIONERS



Cindy C. Carter, Chair

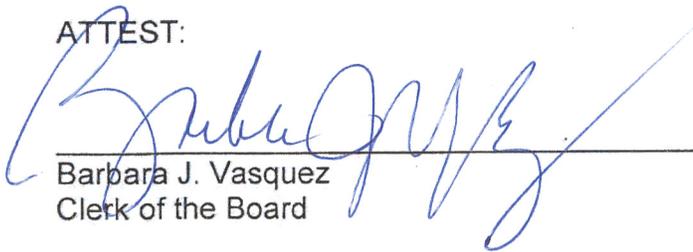


Carolann Swartz, Vice Chair



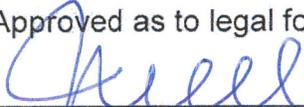
Richard B. Stevens, Member

ATTEST:



Barbara J. Vasquez
Clerk of the Board

Approved as to legal form only:



Deputy Prosecuting Attorney
Jim Mitchell

Approved:



Ken Matthews
Pierce County Purchasing Agent

Date: 07 MAR 2016