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**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: General Services/Purchasing

DATE: July 10, 2007

REQUEST: Approve an Intergovernmental Cooperative Purchasing Agreement with Chelan County WA

CHECK ONE: X Consent Chief Administrative Officer

BACKGROUND: This agreement will effectively provide a reciprocal agreement between Chelan and Clark County and allow both municipalities to take advantage of cost saving measures by using contracts established through the competitive bid process by either County.

COMMUNITY OUTREACH: There will be no community outreach.

BUDGET AND POLICY IMPLICATIONS: Utilization of another municipality's competitive bidding process to procure equipment and goods is consistent with RCW 70.96A.043, 39.34 and Clark County Washington Purchasing Policy.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: It is requested that the Board of County Commissioners execute the attached Intergovernmental Cooperative Agreement with Chelan County.

DISTRIBUTION: Please return to Purchasing.



Michael Westerman
Purchasing Manager

APPROVED: July 10, 2007
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS



Mark McCauley
General Services Director

Chair

MW/MM/II

cc: Linda Franklin, Assessor

Staff Report No. 224-07



INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this 11th day of June 2007 between Chelan County ("Chelan") and Clark County("Clark"). Pursuant to 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement to cover the purchase of various supplies, materials, equipment and upon the following terms and conditions:

1. 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 to 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.
2. Each agency is independently responsible for compliance with all applicable laws and regulations governing its own purchases.
3. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement.
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 will 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 to 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. 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.

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.

Accepted for Clark County:

Accepted for Chelan County:

Clark County, Chair
Betty Sue Morris
[Signature]

Don Walt
Bill Hawker



July 10, 2007
 Date

6/11/07
 Date

4353960 IA

RecFee - \$41.00 Pages: 2 - CLARK COUNTY COMMISSIONERS
Clark County, IA 07/24/2007 08:49



RETURN ADDRESS

Clark County
Commissioners

Please print neatly or type information

Document Title(s)

Interlocal Cooperative Purchasing Agreement *PU 07-133*

Reference Numbers(s) of related documents:

Chelan Co.

Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

Clark County

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

Public

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Interlocal Cooperative Purchasing Agreement
with Chelan Co

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

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PU 07-133

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Accepted for Clark County:

Accepted for Chelan County:

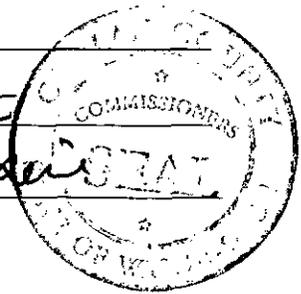


Clark County, Chair

Shirley Ann Morris
SM

July 10, 2007
Date

Don Walt
Buell Hawker



6/11/07
Date