

1480

RESOLUTION # \_\_\_\_\_

**AUTHORIZING COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
KING COUNTY AND SKAGIT COUNTY**

WHEREAS, RCW 39.34.030 provides for any two or more public agencies to enter into agreements with one another for joint or cooperative action;

WHEREAS, King County's purchasing procedures requires competitive bidding;

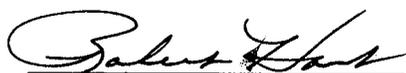
WHEREAS, King County and Skagit County have similar purchasing needs;

WHEREAS, it is in the best interest of Skagit County to enter into a cooperative purchasing agreement using King County's competitively awarded contracts.

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, that Skagit County recognizes the benefits of entering into a cooperative purchasing agreement with King County and is willing to do so under the conditions set out in the Cooperative Purchasing Agreement signed by the two parties.

IN TESTIMONY WHEREOF, we hereunto set our hands and affix the Official Seal of our Office this 22<sup>nd</sup> day of March, 1993.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

  
\_\_\_\_\_  
Robert Hart, Chairman

  
\_\_\_\_\_  
Harvey Wolden, Commissioner

\_\_\_\_\_  
John Moffat  
Chief Civil Deputy

\_\_\_\_\_  
Robby Robinson, Commissioner

Attest:  
  
\_\_\_\_\_  
Connie Carter, Clerk  
Skagit County Board of  
Commissioners

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
KING COUNTY AND SKAGIT COUNTY**

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

1. King 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 King 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 King 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 King County. Such purchase may be effected by a direct contract between the Public Agency and the vendor. King County accepts no responsibility for the performance or suitability of any goods or services to be provided by the vendor; and King County accepts no responsibility for the payment of the purchase price by the Public Agency.
4. This agreement shall remain in force until cancelled 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. King 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. King County will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of King 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.

KING COUNTY PURCHASING AGENCY  
 620 King County Administration Bldg.  
 500 Fourth Avenue  
 Seattle, WA 98104  
 (206) 296-4210



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 D.R. Leach  
 Purchasing Agent

Public Agency: Skagit County  
 Address: Skagit County Administration Building  
 City/State/Zip: Mount Vernon, WA 98273  
 Telephone: (206) 336-9300

Name of Individual: Robert Hart, Chairman  
 Title: Skagit County Commissioner

Signature: \_\_\_\_\_ 

Date: \_\_\_\_\_

3/22/93