

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF ELLENSBURG AND KITTITAS COUNTY

This Agreement is between the City of Ellensburg, a Washington municipal corporation, and Kittitas County, a political subdivision of the State of Washington .

WITNESSETH:

WHEREAS, 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

WHEREAS, the parties desire to utilize each others procurement agreements when it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.

2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this agreement. The party to this agreement responsible for the administration of any joint undertaking shall be determined on a case by case basis.

3. Scope. This agreement shall allow the following activities:

A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;

B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.

4. Duration of Agreement – Termination. This agreement shall remain in force for a period of ten (10) years unless terminated by either party in writing. Either party may terminate this agreement for any cause upon thirty (30) days advance written notification. Termination shall not alter the obligations of the parties hereto regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

5. Right to Contract Independently Preserved. Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. Compliance with Laws. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

7. Financing. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. Interlocal Cooperation Disclosure. Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. Non-delegation / Non-assignment. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

11. Indemnification and Hold Harmless. Each party shall be liable and responsible for the consequences 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.

12. Relationship of the Parties. No agent, employee or representative of the City shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the City are not entitled to any of the benefits the County provides to County employees. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the City for any purpose, and the employees of the County are not entitled to any of the benefits the City provides to City employees.

13. Severability. Any provision of this agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

14. Dispute Resolution. Administration of the provisions of this agreement shall be resolved by a joint board to consist of the Ellensburg City Manager and the Chair of the Board of County Commissioners for Kittitas County. Disputes arising under this agreement shall be resolved through consensus agreement of the joint board. If consensus resolution is not obtained, either party reserves its right to pursue other forms of relief.

15. Acquisition / Disposition. All property contracted for under the provisions of this agreement shall be acquired, held, and disposed in accordance with the terms and provisions of the joint bid or solicitation documents contemplated herein. Each joint bid or solicitation document shall state the manner for acquisition and disposition of the property contracted with respect to each party.

DATED this 7th day of April, 2008.

CITY OF ELLENSBURG

By: Nancy N. Lilquist
Nancy N. Lilquist, Mayor

Attest: Coreen Reno
Coreen Reno, City Clerk

Approved as to form:

James Pidduck
James Pidduck, City Attorney

KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: Mark McClain 4/15/08
Mark McClain, Chair

Alan Crankovich
Alan Crankovich, Commissioner

Vacant
Commissioner

Attest: Julie Kjorsvik
Julie Kjorsvik, Clerk of the Board

Approved as to form:

Zefa Holland Lowe
Zefa Holland Lowe
Deputy Prosecuting Attorney

