

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for Intergovernmental disposition of property; and

WHEREAS, it is in the best interest of the citizens, the City of Bellingham, and the City of University Place to have the option to utilize each other's procurement agreements;

NOW, THEREFORE, The City of Bellingham ("Bellingham") and The City of University Place ("University Place"), both municipal corporations of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

- (1) This agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time both by Bellingham and by University Place.**
- (2) 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.**
- (3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.**
- (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.**

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- (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 and any applicable bidder or contractor.
- (7) The Finance Manager of University Place and the Purchasing Superintendent of Bellingham shall be the representatives of the entities for carrying out the terms of this Agreement.
- (8) This 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.
- (9) Each party shall be liable and responsible for the consequence of any negligent or wrongful 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.
- (10) 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.

APPROVED this 17 day of
February, 1998

CITY OF UNIVERSITY PLACE

BY: [Signature]
City Manager's Signature

Attested Catrina Brown, Deputy
City Clerk

DEPARTMENT APPROVAL:

Claudia Ellsworth

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED this 9th day of
March, 1998

CITY OF BELLINGHAM

BY: [Signature]
Title: MAYOR

ATTESTED BY
[Signature] 03-09-98
DATED

DEPARTMENTAL APPROVAL:

[Signature] [Signature]

APPROVED AS TO FORM

[Signature]