INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made by and between KING COUNTY and SNOHOMISH COUNTY, both public agencies of the State of Washington within the meaning of RCW 39.34.020(1) (collectively the "Parties" and, individually, a "Party").

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies; and

WHEREAS, each of the Parties desires to utilize the other Party's competitively awarded contracts when it is consistent with those awards and applicable law and when it is in their individual interest;

NOW, THEREFORE, the Parties agree as follows:

1. Each of the Parties from time to time goes out to public bid or undertakes other competitive solicitation and then contracts with vendors and service providers to purchase supplies, material, equipment, and services.

2. 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 (a) permitted by applicable law and (b) agreed upon between the awarding Party and its bidders, contractors, vendors, suppliers or service providers.

3. Each Party shall comply with all applicable laws and regulations governing its own purchases.

4. A Party purchasing from one of the other Party's contracts shall pay the bidder, contractor, vendor, supplier, or service provider directly in accordance with its own payment procedures for its own purchases.

5. This Agreement shall create no obligation on either Party to purchase any particular good or service from the other Party's contracts, nor shall it create any assurance, warranty, or other obligation on either Party to supply to the other Party any good or service through contracts awarded by it.

6. Each Party will indemnify and hold the other Party harmless as to any claim arising out of its negligence in the use of this Agreement.

7. Any purchase made pursuant to this Agreement is not a purchase from either of the Parties. The Party awarding a contract shall not be responsible or liable for the performance of the bidder, contractor, vendor, supplier, or service provider. No obligation, except as stated herein, shall be created between the Parties or between the Parties and any applicable bidder or contractor.

8. No separate legal or administrative entity is intended to be created pursuant to this Agreement. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.

9. Both Parties agree that they shall not discriminate against any person or vendor on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (Chapter 49.60 RCW) or the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.) or another applicable state, federal or local law, rule or regulation.

10. The Purchasing Manager of Snohomish County and the Purchasing Manager of King County shall be the representatives of the Parties for purposes of carrying out the terms of this Agreement.

11. This Agreement will become effective upon execution by the parties and either: (a) filing of the Agreement with the appropriate County Auditor, or (b) listing of the Agreement by subject on the public agency's web site as provided in RCW 39.34.040.

12. This Agreement shall continue in force until terminated by either Party, which termination may be effected upon receipt by one of the Parties of the written notice of termination of the other Party.

13. In the event of termination of this Agreement, any goods or services acquired by either Party pursuant to the terms of this Agreement shall remain the property of the purchasing Party.

14. This Agreement constitutes the entire Agreement between the Parties as to its subject matter.

SNOHOMISH COUNTY

By: _____ for
County Executive
MARK ERICKS
Deputy County Executive

DATED: 8/28/13, 2013

AGENCY: KING COUNTY

By: _____

TITLE: Procurement Manager

DATED: August 6, 2013

Approved as to form:

By: Rebecca Wendling 8/12/2013
Snohomish County
Deputy Prosecuting Attorney

COUNCIL USE ONLY
Approved: 8.28.13
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