JOINT COOPERATIVE GOVERNMENTAL PURCHASING AGREEMENT

THIS COOPERATIVE GOVERNMENTAL PURCHASING AGREEMENT is entered into this 7th day of April, 2010 between **KING COUNTY (hereafter "KING COUNTY")**, a municipal corporation under the laws of the State of Washington, and **THURSTON COUNTY (hereafter "County"),** a political subdivision under the laws 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 provided 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 of which notice shall be provided in writing to the other party, including name, department, telephone number and address.

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. **RIGHT TO CONTRACT - INDEPENDENT ACTION 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.

5. **COMPLIANCE WITH LEGAL REQUIREMENT:** 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.

6. **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.

7. **FILING**: Fully 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.

8. **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.

9. **NON-DELEGATION/NON-ASSIGNMENT**: Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed upon in writing; neither party may sign such agreement without the written consent of the other party.

10. **HOLD-HARMLESS**: Each party shall indemnify, defend and hold the other party harmless from any liability arising from 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.

11. **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.

12. **DISPUTE RESOLUTION**: Administration of the provisions of this Agreement shall be resolved by a joint board to consist of the chief executive officer of each party, and/or their designee. 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.

13. **ACQUISITION/DISPOSITION**: All property contracted for under the provisions of this Agreement shall be acquired, held, and/or 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/or disposition of the property contracted with respect to each party.

This agreement may be revoked at any time in writing by either party.

BOARD OF COUNTY COMMISSIONERS OF THURSTON COUNTY, WASHINGTON

SANDRA ROMERO, Chair

CATHY WOLFE, Vice Chair

KAREN VALENZUELA, Commissioner

Approved as to Form:

EDWARD G. HOLM
PROSECUTING ATTORNEY

Scott Cushing, Deputy Prosecuting Attorney

Date: April 1, 2010

Accepted for **KING COUNTY**

David Leach

Procurement Manager

Date: 4-7-10