

14566

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF EVERETT
FOR
COOPERATIVE PURCHASING**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, the parties desire to conserve resources and reduce procurement costs; and

Whereas, the parties desire to improve the efficiency, effectiveness and economy of the procurement of necessary products and services; and

Whereas, the cooperative purchasing agreement will serve both ends;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and the City of Everett (EVERETT) agree as follows:

I. Purpose/Objective

That each party will facilitate the cooperative procurement of products, supplies, materials, equipment, and services.

II. Compliance with Laws

That the procurement of any products, supplies, materials, equipment or services subject to this Agreement shall be conducted in accordance with the relevant statutes, ordinances, rules and regulations that govern each party's procurement.

III. Scope of Agreement

A. That each party will 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.

B. That this Agreement does not obligate either of the parties to purchase any particular good or service, nor create any assurance, warranty, or other obligation on the part of one party to the other party with respect to purchasing or supplying any good or service.

IV. Payment

Neither EVERETT nor OLYMPIA is required to pay the other party under this agreement. 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.

V. Indemnification

A. EVERETT agrees to defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with EVERETT's performance of the Agreement, except for injuries and damages caused by the sole negligence of OLYMPIA.

B. OLYMPIA agrees to defend, indemnify and hold EVERETT its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with OLYMPIA's performance of this Agreement, except for injuries and damages caused by the sole negligence of the EVERETT.

VI. Administration of this Agreement - No Joint Board, No Separate Legal Entity Created

This Agreement creates no Joint Board and no separate legal entity. Each party will serve as an administrator of this Agreement for each party's respective purchases under this Agreement for the purposes of compliance with RCW 39.34.030.

VII. Duration of Agreement

This Agreement shall continue in force unless otherwise terminated in the manner described under the termination section of this Agreement.

VIII. Termination of Agreement

This Agreement may be terminated by one party upon notice to the other party using the method of notice provided for in this Agreement.

IX. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and EVERETT for joint and cooperative purchasing and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

X. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites of Olympia and Everett or other electronically retrievable public source as required by RCW 39.34.040.

XI. Notice

Any notice required under this Agreement shall be mailed to each party's respective address listed below and shall become effective three days following the date of deposit with the United States Postal Service.

CITY OF OLYMPIA

Attn: Public Works Director

Re: Interlocal Agreement for Cooperative Purchasing

PO Box 1967

Olympia, WA 98507-1967

CITY OF EVERETT

Attn: Purchasing Manager

Re: Interlocal Agreement for Cooperative Purchasing

3200 Cedar Street Everett, WA 98201

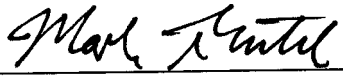
XIII. Governing Law

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance.

XIV. Effective Date

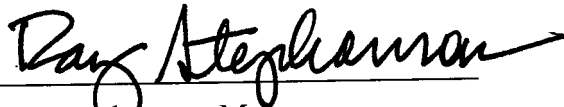
This Agreement shall take effect on the date of the last authorizing signature to be affixed hereto.

CITY OF OLYMPIA



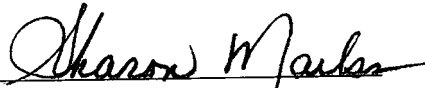
Mark Foutch, Mayor

CITY OF EVERETT



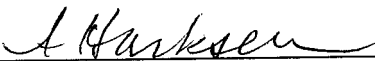
Ray Stephanson, Mayor

Date: 12 18 07

Attest: 


Sharon Marks, City Clerk

Approved as to form:



Annaliese Harksen, Asst. City Attorney

Approved as to form:



Elmer E. "Ned" Johnston, Jr., City Attorney