

INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of the law, Lewis County, and Cowlitz 911 Public Authority, created pursuant to RCW 35.21.730 to .759 (hereinafter referred to as “Cowlitz 911,”), do hereby agree to cooperative governmental purchasing upon the following terms and conditions.

WITNESSETH:

WHEREAS, pursuant to the provisions of the RCW 35.21.735, Cowlitz 911 has the care of agency property and the management of agency funds and business; and

WHEREAS, pursuant to the provisions of the RCW 35.21.759, Cowlitz 911 must let out for bid the purchase or lease of all supplies, equipment, materials, and capital improvements for Cowlitz 911; and

WHEREAS, pursuant to the provisions of RCW 39.34.030(2), any two (2) or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of Chapter 39.34 RCW; and

WHEREAS, prior to its entry into force, this agreement shall be filed with the county auditor or listed by subject on the public agency's website or other electronically retrievable public source pursuant to RCW 39.34.040; and

WHEREAS, pursuant to the provisions of RCW 39.34.080, any public agency may contract with another public agency to perform any governmental service, activity or undertaking that each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Cowlitz 911 and Lewis County desire to take advantage of procurement contracts for the supplies, equipment, and materials negotiated by one another with private vendors and awarded in accordance with the competitive bidding laws of this State.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. It is the intent of the parties in entering into this Intergovernmental Cooperative Purchasing Agreement to extend procurement contracts to one another to the extent permitted by law, and in a manner agreed upon by the parties.

2. Administration. No separate and distinct legal entity shall be created to conduct this joint undertaking. Day-to-day administration of this agreement shall be through managers appointed by each party.

3. Duration and Termination. This agreement shall take effect immediately and shall continue until terminated in writing by either party with notice to the other party. Advance notice is not required.

4. Compliance with Applicable Laws. Cowlitz 911 and Lewis County shall comply with all laws and regulations governing purchases by or on behalf of the parties.

5. Method of Purchasing Supplies, Equipment, and Materials. A purchase by Cowlitz 911 or Lewis County shall be effectuated by a purchase order from a party to the vendor or to the other party who has contracted to furnish goods or services to the purchasing party.

6. General Provisions:

(a) Neither party shall be responsible for the other party's performance of any contract nor the other party's contractual obligations including without limitation the obligation to pay for orders, goods, and/or services. Should a vender or provider of services sue a party not subject to the contract for services based upon this Agreement, the other party shall defend, indemnify, and hold harmless the party being sued, its officers, officials, employees, agents, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, expenses, and costs, arising out of or resulting from the other party's acts, errors, or omissions in performance of their contracts for goods or services.

(b) Each party reserves the right to contract independently for the purchase of any goods or services, without notice to the other party.

(c) Cowlitz 911 and Lewis County reserve the right to exclude the other party, from any purchasing contract, without prior notice to the other party.

(d) This Agreement covers all contracts for goods or services, to the extent permitted by law. If any provision of this agreement is found to be invalid or contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

(e) This agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this agreement shall so survive.

(f) This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

(g) Nothing in this agreement, nor in the performance, by either party shall operate to vest any employment rights whatsoever or be deemed to create an employer-employee relationship nor joint venture between the parties.

(h) The parties hereto acknowledge, represent, warrant, and agree that they have read this agreement, fully understand the terms thereof, and have had the opportunity to seek independent legal counsel with respect thereto before signing. This agreement is executed by the parties without reliance upon any statement or representation by the persons or parties herein, or their attorneys or representatives, if any, other than those set forth in this agreement.

COWLITZ 911

Chief Robert Huhta, Chair

LEWIS COUNTY

CHAIR

ATTEST:

Frank F. Randolph, Public Authority Attorney

Date: _____

ATTEST:

Date: _____