

**INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT**

13 - 0397

Pursuant to Chapter 39.34 RCW and to other provisions of the law, Spokane County, hereinafter referred to as the "Political Subdivision" and Adams County, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

WITNESSETH:

WHEREAS, pursuant to the provisions of the RCW Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of the RCW Section 36.32.235, et seq., the Board of County Commissioners must let out for bid the purchase or lease of all supplies, equipment and materials, as well as capital improvements for Spokane County and for all elected officials thereof; and

WHEREAS, pursuant to the provisions of the RCW Section 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, pursuant to the provisions of RCW Section 39.34.080, any one (1) or more public agencies may contract with any one (1) or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Spokane County and Adams County are desirous of taking advantage of contracts for the procurement of supplies, equipment, and materials negotiated by each public agency with private vendors and awarded in accordance with the competitive bidding laws of this State.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The Political Subdivision and Adams County each obtain supplies, equipment and materials pursuant to the competitive bidding laws of the State; and following the award of such bids, negotiate agreements with private vendors for the procurement of such supplies, equipment, and materials. It is the intent of the parties in entering into this Intergovernmental Cooperative Purchasing Agreement to extend such contracts to each other 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. The parties shall form a joint board comprised of the managers appointed by each party.

3. Duration and Termination. This agreement shall take effect immediately, and shall continue until terminated by the parties. Either party may terminate this agreement with or without notice to the other party.

4. Compliance with Applicable Laws. The Political Subdivision and Adams County accept responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of their entity.

5. Method of Purchasing Supplies, Equipment, and Materials. A purchase by the Political Subdivision or Adams County shall be affected by a purchase order from that entity, directed to the vendor or other party contracting to furnish goods or services to the Political Subdivision or Adams County.

6. General Provisions:

(a) Each party accepts no responsibility for the performance of any purchasing contract by the vendor, and each accepts no responsibility for payment of the purchase price by the other party.


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

(c) Spokane County and Adams County reserve the right to exclude the other party, or any class containing the other party, from any particular purchasing contract, with or without notice to the other party.

(d) This Agreement covers all Spokane County and Adams County goods and services purchase contracts.

SPOKANE COUNTY

ADAMS COUNTY



Shelly O'Quinn, Chair



Roger Hartwig



Al French, Vice-Chair



[unintelligible]



Todd Mielke, Commissioner





John Marshall

ATTEST:



Daniela Erickson, Clerk of the Board

ATTEST:



Jenda Reimer

Date: 13-0397
4/16/2013

Date: 4-1-2013