

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other applicable laws,

CITY OF TACOMA and, THE CITY OF EVERETT,

both political subdivisions of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. This Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time both by CITY OF TACOMA and the City of Everett.
2. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. 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 permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
3. Each of the parties shall comply with all applicable laws and regulations governing its own purchases.
4. 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. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.
7. The Purchasing Agent of CITY OF TACOMA and the Purchasing Manager of the City of Everett shall be representatives of the entities for carrying out the terms of this Agreement.
8. This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

ORIGINAL

9806100618

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (Cont.)

APPROVED this _____ day of _____, 199__.

APPROVED this 15th day of April, 1998.

CITY OF TACOMA

CITY OF EVERETT

BY: [Signature]
Name: Peter C. Luttropp
Title: Finance Director

BY: [Signature]
Name: Edward D. Hansen
Title: Mayor

City of Tacoma
Resolution No. 34059

Subscribed and sworn to me this 29 day of May, 1998.

Subscribed and sworn to me this 21st day of April, 1998.

[Signature]
Notary Public in and for the State of Washington, residing at [Address]
My commission expires 11-12-2000

[Signature]
Notary Public in and for the State of Washington, residing at Everett
My commission expires August 5, 1999

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
Name: Scott Thomas
Title: Asst. City Attorney

[Signature]
Name: Mark Soine
Title: City Attorney

ATTEST:

ATTEST:

[Signature]
Name: Rick Rosenblatt
Title: City Clerk

[Signature]
Name: Sharon Marks
Title: City Clerk

ORIGINAL

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Name & Return Address
CITY of TACOMA
747 Market Street # 444
TACOMA, WA 98402-3769

Please print legibly or type information.

Document Title (Or transaction contained therein) Intergovernmental Agreement
Grantor(s) (Last name first, then first name, middle name) TACOMA & EVERETT ___ Additional Names on Page ___ of Document
Grantee(s) (Last name first, then first name, middle name) ___ Additional Names on Page ___ of Document
Legal Description (Abbreviated: i.e., lot, block, plat or section, township, range) N/A Complete Legal Description on Page ___ of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s)
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.