

**MEMORANDUM OF AGREEMENT**  
**REGARDING COOPERATIVE PURCHASING**

THIS MEMORANDUM OF AGREEMENT is between the CITY OF TACOMA, WASHINGTON and CITY OF LYNDEN, WASHINGTON.

**WITNESSETH:**

WHEREAS, the parties are Washington cities, authorized to solicit and enter into procurement agreements; and

WHEREAS, each party utilizes a procurement process that complies with State law, and the others applicable Charter and ordinance provisions, and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this memorandum of agreement (agreement) is to acknowledge the parties' mutual interest to jointly procure the acquisition of goods and services and to authorize the acquisition of goods and services under contracts where a price is extended by either party's bidder or contractor to other governmental agencies.
2. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
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. **DURATION AGREEMENT - TERMINATION:** This agreement shall remain in force until canceled by either party in writing.
5. **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.
6. **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.
7. **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.

9. 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.

10. HOLD-HARMLESS: Each party shall be liable and responsible for the consequence of 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.

APPROVED, CITY OF LYNDEN:

Nancy Brennick 3/1/01  
Mayor Date

APPROVED, CITY OF TACOMA:

Ray Elroy 4-23-01  
City Manager Date

APPROVED AS TO FORM:

Robert A. Cell 2/27/01  
City Attorney Date

Al Moulton  
Assistant City Attorney Date

Stephen Jell 2-28-2001  
City Administrator Date

[Signature]  
Finance Manager Date

ATTEST:

Kathleen Delgado 2-28-01  
City Clerk Date

Devin Sorum 4-24-01  
City Clerk Date

Tacoma City Council Resolution # 35125