COPY

A-2015-51

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between **Pend Oreille County**, a political subdivision, duly organized and operating under and by virtue of the laws of the State of Washington, hereinafter referred to as "the COUNTY"; and **Pend Oreille County Public Hospital District #1**, a public hospital district organized under chapter 70.44 RCW, hereinafter referred to as "the HOSPITAL DISTRICT".

WITNESSETH THAT:

WHEREAS, RCW 39.34.030(5)(b) of the Interlocal Cooperation Act, as amended, authorizes a public agency, such as the COUNTY and the HOSPITAL DISTRICT, to make purchases under a contract of another public agency, as long as the requirements of that statute are satisfied; 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: Each of the parties, from time to time, goes out to public bid and contracts to purchase goods, materials, supplies, and equipment ("goods"). Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contract to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, or supplier ("contractor").

2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable contractor.

3. SCOPE: This agreement shall allow the purchase or acquisition of goods by each party where provision has been provided for other governmental agencies to avail themselves of goods offered under the contract and/or where either party's contractor is willing to extend prices to other governmental agencies.

4. DURATION AGREEMENT – TERMINATION: This agreement shall remain in force until cancelled by either party in writing. The agreement shall terminate 60 days after written notice.

5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods without notice to the other party and shall not bind or otherwise obligate to either of the parties to purchase any particular good, 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.

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.

7. FINANCING: Each of the parties shall contract directly with the contractor and pay directly in accordance with its own payment procedures for its own purchases. Each party accepts no responsibility for the payment of the acquisition price of any goods intended for use by the other party and arising out of its participation in this Agreement.

8. FILING: Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. INTERLOCAL 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. NON-DELEGATION/NON-ASSIGNMENT: Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

11. HOLD-HARMLESS: The originating agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement. 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. Each party will indemnify and hold the other party harmless as to any claim arising out its participation in this Agreement. 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.

12. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

This agreement is made and entered into this 30th day of June 2015.

Accepted for Pend Oreille County Public Hospital District #1:

Tom Willis, CEO

Date: June 30, 2015

Accepted for Pend Oreille County:

Mike Morris

Karen Skog

Date: June 30, 2015