

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This agreement is between the City of Vancouver, a political subdivision of the state of Washington, and the C-TRAN, a political subdivision under the laws of the State of Washington.

WITNESSETH:

Whereas, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

Whereas, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; 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:

A. Supplies, materials, equipment and services

1. Each of the parties, from time to time, goes out to public bid and contracts to purchase supplies, materials, equipment and services. 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, supplier or service provider.
2. 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.
3. 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 supply any good or service.

4. No new or separate legal or administrative entity is intended to be 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 bidder or contractor.
6. 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.

B. Shared Small Works Roster

7. The City of Vancouver is the lead agency
8. The joining agency shall express intent to the City of Vancouver, to utilize the Shared Small Works Roster. Such expressed intent does not impose a mandatory or continuous use of the Roster, but simply establishes the eligibility to use the Roster upon the convenience and interest of the joining agency. This interest may be expressed to the City of Vancouver at any time.
9. The joining agency may use the Shared Small Works Roster that has been established and maintained by the City of Vancouver, to select contractors for public work jobs up to \$200,000 in value or as otherwise limited by ordinance or law. The Shared Small Works Roster has been established for shared use by the City of Vancouver and other public agencies.
10. The City of Vancouver and the joining agency named herein shall each be independently responsible for their own and the contractor's compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other requirements appropriate.
11. The City of Vancouver shall advertise the Roster bi-annually on behalf of both parties, shall receive and review contractor applications, maintain the list of contractors, and make that list and the applications available to the joining agency. Any additional costs incurred by the City of Vancouver to allow the other party to share this roster may be charged to the other agencies, after mutual agreement. The joining agency shall be independently responsible to determine that the elected contractors are responsible contractors according to the decision and opinion of the joining agency. The City of Vancouver shall make a preliminary determination of responsible contractors to include on the roster, but the joining agency shall make its own determination of contractor responsibility in whatever manner that the joining agency feels is appropriate and consistent with applicable laws.
12. The City of Vancouver and the joining agency shall each be independently responsible to conduct a quotation or bid process consistent with any ordinance, laws or requirements of their agency.

13. The City of Vancouver and the joining agency shall each be independently responsible for issuing a contract and/or purchase order directly to the awarded contractor(s).
14. The City of Vancouver does not accept responsibility or liability for the performance of any contractor used by the joining agency as a result of this Agreement.
15. Each agency shall be independently responsible for any payments directly to any contractor that is employed as a result of this Agreement.
16. The joining agency hereby agrees to indemnify and hold harmless the City of Vancouver, its officers, employees and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this agreement.

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.

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.

Each party shall be liable and responsible for the consequences 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 part of this agreement.

This agreement shall remain in force until cancelled by either party in writing.

APPROVED, C-TRAN:

APPROVED, CITY OF VANCOUVER:

SIGNATURE ON FILE

SIGNATURE ON FILE

Jeff Hamm, Executive Director/CEO

Julianna Marler, Date 2/3/09
Procurement Services Manager

CFO