BELLEVUE RECORDS MANAGEMENT

CONTRACT FACE SHEET

Document Type:

- ☐ Claim
- ☐ Collective Bargaining Agmt
- ☐ Connection Charge Agmt
- ☐ Contract
- ☐ Franchise Agreement
- ☐ Grant Agmt
- ☒ Interlocal Agmt
- ☐ Latecomer Agreement
- ☐ MOU
- ☐ ROW Use Agmt
- ☐ Settlement Agmt

Relationship to Original:

- ☐ Amendment
- ☐ Cancellation
- ☐ Change Order
- ☐ Correspondence
- ☐ Initial
- ☐ Lien
- ☐ MOU
- ☒ New
- ☐ Release
- ☐ Renewal
- ☐ Retainage
- ☐ Working

***Vendor Name:** ✓ City of Portland OREGON

***JDE PO Number:** –

***Original Effective Date:** ✓ 5/20/09

***Amendment Effective Date** –

***Termination Date:** 12/31/2099

***Clerk's Receiving Number:** 44405

Related Receiving Number: ✓

Bid/RFP/RFQ/ITQ Number: ✓

Ordinance Number: ✓

Resolution Number: ✓

CIP Number: ✓

Project Description: ✓ Interlocal Joint Purchasing Agreement

KC Recording Number:

Vendor *or* Parcel Number: 69922

File Location: 09.410

- Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

FIN 1

Face Sheet Date 06.01.2009 C ✓ JDE N/A

Scan/Index Date 6-4-09 MT ✓ ECM

CR# 44405 DATE 06-01-09 LOC 09-410

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the City of Bellevue, a political subdivision of the State of Washington, and the City of Portland, a public agency under the laws of the State of Oregon.

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:

1. PURPOSE: The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder 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 cancelled 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.

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: 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.

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.

APPROVED, CITY OF PORTLAND

5/20/09

Jeffrey B. Baer — Date
Purchasing Agent

APPROVED, CITY OF BELLEVUE

5/20/09

Finance Director / Designee — Date

APPROVED AS TO FORM

5/14/09

City Attorney

APPROVED AS TO FORM
Lori M Riordan, City Attorney

Mary Kate Berens, Deputy City Attorney