

THE HOUSING AUTHORITY OF THE COUNTY OF KING

RESOLUTION No. 5514

**AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO
INTERLOCAL PURCHASING AGREEMENTS WITH THE HOUSING
AUTHORITY OF THE CITY OF SEATTLE**

WHEREAS, the Revised Code of Washington (RCW) 39.34.030 allows for the establishment of cooperative or intergovernmental agreements or contracts between public agencies, and

WHEREAS, RCW 39.34.0303 requires that such intergovernmental agreements be authorized by the governing body of each party to the contract, and that such contracts shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties, and

WHEREAS, the Housing Authority of the City of Seattle and the King County Housing Authority may, from time to time wish to use the interlocal procurement process in a manner that is economical, efficient and in the best interest of either entity, and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING, THAT;

The Executive Director is hereby authorized to enter into an Interlocal Cooperative Purchasing Agreement with the Housing Authority of the City of Seattle substantially in the form attached.

**ADOPTED AT A REGULAR MEETING OF THE BOARD OF THE
COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING
THIS 16TH DAY OF NOVEMBER 2015.**

**THE HOUSING AUTHORITY OF THE
COUNTY OF KING, WASHINGTON**



DOUGLAS J. BARNES, Chair
Board of Commissioners



STEPHEN NORMAN
Secretary

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and 2 CFR 200.318, the King County Housing Authority (KCHA), 600 Andover Park West, Tukwila, Washington 98188, and the Seattle Housing Authority (SHA), 190 Queen Anne Ave North, P.O. Box 19028, Seattle, Washington 98109-1028 hereby agree to the terms of this Intergovernmental Cooperative Purchasing Agreement.

RECITALS

WHEREAS, the parties hereto desire to conserve resources and reduce procurement costs; and,

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary products and services; and

WHEREAS, the cooperative purchasing agreement will serve both of those ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of products, supplies, materials, equipment and services.
2. That the procurement of any products, supplies, materials, equipment or services subject to this agreement shall be conducted in accordance with the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed by law.
4. That the parties will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of each party's procurement.
5. That a procuring party will make timely payments to the vendor for products and services received in accordance with the terms and conditions of the procurement. Payment for products and services and inspections and acceptance of products and services ordered by the procuring party shall be the exclusive obligation of such procuring party.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of products or services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability, which may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.


9. This agreement shall remain in effect until termination by either party. Either party may terminate this agreement by giving 30 days written notice to the other party.

10. This agreement shall take effect after execution by both parties.


IN WITNESS WHEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

Seattle Housing Authority
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

King County Housing Authority
600 Andover Park West
Tukwila, WA 98188

By  _____
Signature Date 10/2/2015

Andrew J. Lofton
Executive Director

By  _____
Signature Date 11/16/2015

Stephen J. Norman
Executive Director