

# **National Purchasing Partners**

## **Member Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) by and between government entities and associated non-profit institutions that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

**ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

**ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and 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 parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or Price Agreement, except as modified where otherwise

allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

#### **ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

#### **ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

#### **ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 900, Seattle, Washington 98101.

#### **ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD**

**CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR  
"PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS  
APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH  
PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF  
REQUIRED BY LOCAL OR STATE LAW.**

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of City of Lynnwood (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of City of Lynnwood and is duly authorized to sign this Participating Agency Endorsement and Authorization.



Date: 6-11-12

BY: Don Gough  
ITS: Mayor

**Participating Agency Contact Information:**

Contact Person: \_\_\_\_\_  
Address: PO Box 5008  
Lynnwood, WA 98046  
Telephone No.: 425-670-5000  
Email: \_\_\_\_\_

ATTEST BY:

  
\_\_\_\_\_  
Lorenzo Hines, Finance Director

6-15-12  
Date

**LEAD CONTRACTING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of League of Oregon Cities (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of League of Oregon Cities and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: *Ken Stokub*  
ITS: EXECUTIVE DIRECTOR

Date: 2/3/05

**Lead Contracting Agency Contact Information:**

Contact Person: Jennie Messmer  
Address: P. O. Box 928  
Salem, OR 97308  
Telephone No.: 503-588-6550  
Email: jmessmer@orcities.org

## Candice Henderson

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**From:** Candice Henderson  
**Sent:** Thursday, June 07, 2012 8:38 AM  
**To:** 'Rosemary A. Larson'  
**Cc:** Marty Manegold; Greg Macke  
**Subject:** RE: Intergovernmental Coop Agreement with National Purchasing Partners

Hi Rosemary,

Thank you for reviewing the document and for your comments. I requested and received copies of the affidavits of publication. They published the bunker gear RFP in the Oregon Daily Journal of Commerce, Seattle Daily Journal of Commerce and the Los Angeles Daily Journal of Commerce. The RFP was also posted on three different websites. I believe this satisfies the state and city requirements regarding advertising.

Unless I hear from anyone otherwise, I will forward two copies of the Intergovernmental Agreement to the Mayor and Lorenzo for their signature.

Thanks again Rosemary.  
Candice

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**From:** Rosemary A. Larson [<mailto:RLarson@insleebest.com>]  
**Sent:** Wednesday, June 06, 2012 3:55 PM  
**To:** Candice Henderson  
**Cc:** Marty Manegold; Greg Macke  
**Subject:** RE: Intergovernmental Coop Agreement with National Purchasing Partners

Attorney/Client Communication

Hello:

I reviewed the NPP Cooperative Purchasing Agreement. It looks like the "Lead Contracting Agency" under the Agreement is based in Oregon, and that other Participating Agencies also may be based in other states. The City is authorized to enter into cooperative purchasing arrangements with entities in other states, but we can only purchase off their contracts if the procurement process that they used was consistent with our procurement process under state law and city code. Further, under RCW 39.34.030(5)(b), with respect to an agency purchasing through a bid or contract awarded by another agency, any statutory obligation to provide notice for bids that applies to the agencies involved is met if the agency that awarded the bid complied with its own procedures and (1) posted the bid or solicitation notice on a website established by the agency or purchasing cooperative for purposes of posting public notice of bid or proposal solicitations, or (2) provided an access link on the state's portal to the notice.

Most cooperative purchasing agreements that are between Washington agencies contain a requirement that the parties comply with RCW 39.34.030(5)(b). This agreement doesn't contain that requirement, most likely because agencies from other states are involved. So, before the City purchases off any contracts under this agreement, we will need to verify that the above requirements were met.

With that being said, I don't have any changes to the language of the NPP agreement, primarily because the liability that could arise out of it is very low. There is a clause that states that the "nonprocuring parties" shall not be liable for any violations by procuring parties, and the procuring parties shall hold nonprocuring parties harmless from any liability that may arise from actions or inaction by the procuring party. So, each party is responsible for its own actions when it undertakes to procure under the agreement. There is no set term, but there is a termination clause that allows any party to terminate by giving 30 days notice.

Please let me know if you have any questions,

Rosemary

**From:** Candice Henderson [<mailto:chenderson@ci.lynnwood.wa.us>]

**Sent:** Monday, June 04, 2012 11:08 AM

**To:** Rosemary A. Larson

**cc:** [mmanegold@ci.lynnwood.wa.us](mailto:mmanegold@ci.lynnwood.wa.us)

**Subject:** Intergovernmental Coop Agreement with National Purchasing Partners

**Importance:** High

Hi Rosemary,

Attached is an Intergovernmental Cooperative Purchasing Agreement with National Purchasing Partners (NPP) for your review and comment. This agreement will allow the City to utilize competitively bid contracts issued by NPP. Currently, our Fire Department would like to utilize a Municipal Emergency Services (MES) contract for their bunker gear.

Please review as soon as possible and advise if can go ahead and route the agreement for signatures.

Thank you,

<<IGA[1].pdf>>

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Candice Henderson

Buyer

City of Lynnwood, Purchasing and Contracts Division

(425) 670-5166 | Fax: (425) 771-6144

# City of Lynnwood Routing Form

**ORIGINATOR: Candice Henderson**

**Extension: 5166**

**DATE: May 30, 2012**

| TITLE   | NAME   | INITIAL      | DATE   |
|---|--|--------------|--------|
| <i>Please route to the individuals in the order listed below.</i> |  |              |        |
| Purchasing and Contracts Division                                 | <input checked="" type="checkbox"/> Marty Manegold, Purchasing and Contracts Manager   | (Mm)         | 6/4/12 |
| Project Mgr   | <input type="checkbox"/>   |              |        |
| Director  | <input type="checkbox"/>   |              |        |
| City Attorney   | City Attorney<br><input checked="" type="checkbox"/> Review and approval required<br><input type="checkbox"/> Attorney approval not required. – Standard Agreement | See attached |        |
| Mayor   | Mayor Don Gough<br><input checked="" type="checkbox"/> Mayor authorization IS required<br><input type="checkbox"/> Mayor authorization IS NOT required.            | ✓            | ✓      |
| Finance   | Lorenzo Hines, Finance Director<br><input checked="" type="checkbox"/> Attest required<br><input type="checkbox"/> Attest not required                             | ✓            | ✓      |
| Return to:  | <input checked="" type="checkbox"/> Candice Henderson, Buyer   |              |        |

|   |   |
|---|---|
| <b>Vendor Name:</b> National Purchasing Partners  |   |
| <b>Description:</b> Member Intergovernmental Cooperative Purchasing Agreement. By signing this agreement the City of Lynnwood will be able to utilize competitively bid contracts issued by National Purchasing Partners. |   |
| <b>Requesting Department:</b> Fire / Purchasing and Contracts Division  |   |
| <b>Dollar Amount:</b> \$  |   |
| <b>Attachments (if any):</b> <input type="checkbox"/> Insurance Certificate <input type="checkbox"/> Requisition <input type="checkbox"/> Other:  |   |
| <b>COUNCIL APPROVAL</b>   |   |
| <input type="checkbox"/> Council Approved (Attach Council Summary)<br>Date Approved:  | <input checked="" type="checkbox"/> Council Approval Not Required |

### Contract Signature Requirements\*

| Mayor Signature Required (unless delegated)  | Council and Mayor Authorization Required  |
|--|---|
| <input type="checkbox"/> Supplies/ Equipment between \$10,000 and \$50,000   | <input type="checkbox"/> Supplies and Equipment above \$50,000  |
| <input type="checkbox"/> Professional Services below \$10,000  | <input type="checkbox"/> Professional Services above \$10,000   |
| <input type="checkbox"/> Maintenance and/or Services below \$10,000  | <input type="checkbox"/> Maintenance and/or Services above \$10,000   |
| <input type="checkbox"/> Routine Agreements below \$10,000   | <input type="checkbox"/> Routine Agreements above \$10,000  |
| <input type="checkbox"/> Lease Agreements below \$10,000   | <input type="checkbox"/> Lease Agreements above \$10,000  |
| <input type="checkbox"/> Public Works below \$50,000   | <input type="checkbox"/> Public Works multiple trade above \$50,000   |
| <input type="checkbox"/> Settlement Agreement below \$50,000   | <input type="checkbox"/> Settlement Agreements above \$50,000   |
| <input type="checkbox"/> Requisitions for declared emergency that would otherwise need Council approval.   | <input type="checkbox"/> Interlocal Agreements  |
| <input checked="" type="checkbox"/> Interlocal Purchasing Agreements   | <input type="checkbox"/> Large Amendments/Change Orders: cumulative total exceeds 10% and original contract required Council approval. No City Attorney or Finance Director signature needed. |
| <b>Department Authorization</b>  |   |
| <input type="checkbox"/> Small Amendment/Change Orders: cumulative total less than 10% or original contract did not require Council). No City Attorney or Finance Director signature needed. |   |

\* All dollar amounts are excluding sales tax and including freight if applicable.

**PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF  
REQUIRED BY LOCAL OR STATE LAW.**

**LEAD CONTRACTING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of South Davis Metro Fire Agency (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the South Davis Metro Fire Agency and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: Jeff Bassett  
ITS: Fire Chief

Date: 10-3-13

**Lead Contracting Agency Contact Information:**

Contact Person: Jeff Bassett  
Address: 255 S. 100 W  
Bountiful, UT 84016

Telephone No.: 801-677-2400  
Email: JBASSETT@SDMFA.org