

# INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (“Agreement”) is entered into by and between **WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT dba SEATTLE CONVENTION CENTER**, a Washington State political subdivision, and the CITY OF KIRKLAND, a municipal corporation of the State of Washington.

## RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for interlocal cooperation between governmental agencies; and

WHEREAS, the parties are both public agencies within the meaning of RCW 39.34.020; 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:

## AGREEMENT

1. Purpose. This Agreement is to acknowledge the parties’ mutual interest and authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contract 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 where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract.
4. Duration and Termination. This Agreement shall remain in force until terminated 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 or disposal of any property 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 Requirements. Each party accepts responsibility for compliance with federal, state, or local laws and regulations including bidding requirements applicable to its acquisition of goods and services.
7. Financing. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party. The party soliciting

competitive bids shall not be liable to or responsible for specifications, delivery, payment, or any other aspect of cooperative purchases by the other party.

8. Filing. Executed copies of this Agreement shall be posted on a website as required by RCW 39.34.040 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 government party purchasing using a contract let by another government party shall be solely responsible for negligent or wrongful acts arising out of or related to its use of the contract, and shall defend and indemnify the party which awarded the original contract from any claim, cost or expense, including reasonable attorney's fees, arising there from, except that the party that awarded the original contract shall defend, indemnify, and hold harmless other government parties using the contract from any claim caused by the originally awarding party's explicit, erroneous representation to the using party that the original award of the contract was compliant with and was posted consistent with the awarding party's statutory requirements. 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 that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or enforceability, without affecting the validity or enforcement of any remaining provisions.

The Parties have executed this Agreement on the dates written below:

SEATTLE CONVENTION CENTER

CITY OF KIRKLAND

By:   
\_\_\_\_\_  
Erwin B. Vidallon  
\_\_\_\_\_  
Chief Financial & Technology Officer  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Michael Olson (May 1, 2026 10:26:06 PDT)  
\_\_\_\_\_  
Michael Olson  
Director of Finance & Administration

Date: 05/01/2026

Date: 05/01/2026