

## INTERLOCAL COOPERATION AGREEMENT FOR COOPERATIVE PURCHASING

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the Local Government Cooperative ("LGC"), a non-profit purchasing cooperative organized and existing under the laws of the State of Idaho, with its principal place of business at 3100 S Vista Ave Boise, ID 83705, and \_\_\_\_\_ (Participating Agency Name), organized and existing under the laws of the State of \_\_\_\_\_ (Participating Agency State). LGC and the Participating Agency are collectively referred to herein as the "Parties."

### RECITALS:

WHEREAS, LGC is a non-profit purchasing cooperative established to facilitate cooperative purchasing for public entities in Idaho and other jurisdictions, pursuant to Idaho Code § 67-2326 et seq. (Joint Exercise of Powers) and Idaho Code § 67-2328 (Agreements for Joint or Cooperative Action);

WHEREAS, the Participating Agency is a public agency authorized under the laws of its state to enter into interlocal agreements with other public agencies and purchasing cooperatives, including those in other states, for the purpose of cooperative purchasing;

WHEREAS, the Parties desire to promote efficiency and cost savings in public procurement by allowing the Participating Agency to "piggyback" on *competitively bid* vendor contracts awarded by LGC, subject to applicable laws and vendor consent;

WHEREAS, this Agreement is intended to facilitate such cooperative purchasing without obligating either Party to make any specific purchases;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

## 1. PURPOSE AND SCOPE

The purpose of this Agreement is to enable the Participating Agency to utilize LGC's existing and future vendor contracts for goods, services, and supplies that have been competitively solicited and awarded by LGC in accordance with applicable Idaho procurement laws for formal competitive bidding. This "piggybacking" arrangement shall allow the Participating Agency to procure from LGC's vendors under the same terms, conditions, and pricing as in LGC's contracts, provided that:

- a. The vendor agrees to extend the contract terms to the Participating Agency;
- b. The procurement complies with the Participating Agency's own procurement policies and applicable state laws;
- c. Each purchase by the Participating Agency shall be documented by a separate purchase order or agreement directly between the Participating Agency and the vendor, referencing this Agreement.

## 2. ROLES AND RESPONSIBILITIES

### a. LGC shall:

- Provide the Participating Agency with access to information regarding its competitively bid contracts, including bid documents, contract terms, pricing, and vendor contacts, upon request.
- Not be responsible for any purchases, payments, disputes, or liabilities arising from the Participating Agency's use of LGC contracts.

### b. The Participating Agency shall:

- Ensure that its use of LGC contracts complies with all applicable local laws and its internal policies. LGC cannot and does not analyze Participating Agency procurements for legality.
- Issue purchase orders directly to vendors and make payments directly to vendors for all goods and services obtained under this Agreement.
- Hold LGC harmless from any claims, disputes, or liabilities arising from its purchases.
- Provide LGC with notice of any substantial issues with vendor performance under piggybacked contracts.

### 3. NO MINIMUM PURCHASE REQUIREMENT

This Agreement does not obligate the Participating Agency to purchase any minimum quantity or value of goods or services from LGC's vendors. Participation is voluntary with no membership nor additional approval required from the LGC or the Lead Public Agency.

### 4. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state, and local laws, including but not limited to procurement statutes, anti-discrimination laws, and any federal requirements if federal funds are involved (e.g., Uniform Guidance under 2 CFR Part 200). Each Party is responsible for ensuring its own compliance with its jurisdictional laws.

### 5. PUBLIC DISCLOSURE

As a government agency, the Participating Agency is subject to public disclosure laws. LGC agrees that the Participating Agency may be required to disclose information provided by LGC. The Participating Agency shall promptly notify LGC of any requests for public disclosure of documents and information pursuant to the law. LGC shall be responsible for and bear the costs of taking legal action to prevent disclosure of such documents and information. In no event shall the Participating Agency be liable to LGC for disclosure of LGC's documents and information which it deems disclosable under the law.

### 6. TERM AND TERMINATION

This Agreement shall become effective upon the date of the last signature below and shall remain in effect for (1) year and renews automatically for (1) additional year annually until terminated by either party.

Either Party may terminate this Agreement without cause upon written notice to the other Party. Participating Agency may terminate immediately; LGC provides (30) day notice of termination.

Termination shall not affect any purchases initiated prior to the termination date.

### 7. INDEMNIFICATION

To the extent permitted by law, each Party agrees to indemnify, defend, and hold harmless the other Party, its officers, employees, and agents from and against any claims, losses, damages, or liabilities arising from its own negligence or willful misconduct in connection with this Agreement.

## 8. GOVERNING LAW

Any litigation that should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Idaho. This Agreement shall be governed by the laws of the State of Idaho.

## 9. ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements. Any amendments must be in writing and signed by authorized representatives of both Parties.

## 10. NOTICES

All notices required under this Agreement shall be in writing and delivered to the physical or electronic mail addresses specified, or to such other address as a Party may designate in writing.

## 11. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 12. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**LOCAL GOVERNMENT COOPERATIVE (LGC)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: David M. Kuck

Title: LGC Program Director, Idaho Association of Highway Districts

**(Participating Agency)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Notifications Email(optional) \_\_\_\_\_