

MEMO OF UNDERSTANDING

Shared Procurement Portal Partnership

THIS MEMO OF UNDERSTANDING ("Agreement") is by and between the City of Bellevue, City of Redmond, City of Issaquah, City of Renton, City of Woodinville, Sammamish Plateau Water & Sewer District, King County Library Systems, and Pacific Hospital Preservation and Development Authority and any other jurisdictions that hereafter execute this Agreement (referred to individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, some or all of the Parties were parties or subscribers to the INTERLOCAL JOINT PURCHASING AGREEMENT BETWEEN eCityGov Alliance Partners and Subscribers (the "Interlocal Agreement") for shared roster and associated services to facilitate efficiencies and create economies of scale; and

WHEREAS, eCityGov Alliance is no longer offering these services; and

WHEREAS, the Parties wish to continue to collaborate as provided below in utilizing a shared roster, sharing certain costs and engaging in mutual discussions of interest relating to the procurement issues; and

WHEREAS, the City of Bellevue owns a website that provides content and links regarding procurement information (referred to herein as "Shared Procurement Portal" or "SPP") where vendors and agencies can access the City's eProcurement system "WebProcure"; and

WHEREAS, the City of Bellevue has contracted with The Public Group, LLC for online e-procurement services including an enhancement to its system's functionality ("Enhancement") for attaching Statement of Qualifications ("SOQ") that will only be available to agencies who are parties to this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **PUBLIC PURCHASE:** Each Party to this Agreement is required to join The Public Group, LLC's eProcurement system ("Public Purchase") to have access to the SOQ attachment functionality.
2. **SHARED PROCUREMENT PORTAL:** The SPP website provides the Parties with the opportunity to advertise, share and display procurement information. The SPP will also be advertised as the main access point for vendors, and public agencies, to utilize The Public Group's "Public Purchase" software application.
3. **ENHANCEMENT:** Each of the Parties to this Agreement will share in the costs

of the Public Purchase enhancement by paying The Public Group directly upon billing the amounts as described in Attachment A.

4. M&O SHARED COSTS: The Parties agree to share in other Shared Procurement Portal and Public Purchase operation and maintenance costs including, but not limited to, annual cooperative costs such as roster advertisements, website registration, website certificate fees, other annual operating costs (the "Shared Costs") as agreed to annually between the Parties. Parties agree that Shared Costs will be prorated based on the percentages listed in Attachment A or an amended Attachment A approved by the Parties. At least sixty (60) days prior to the beginning of the calendar year, the City of Bellevue will bill the Parties for their respective portions of the Shared Costs and said sums will be due and payable on or before February 1 of the following year.
5. MUTUAL INTERESTS: The Parties intend to meet as needed or appropriate to discuss mutual interests in vendor marketing, advertising, system customization and enhancements, procurement activities, contract award information and other shared interests as raised by the Parties.
6. NO ENTITY CREATED: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
7. CONTRACTING: Each Party reserves the right to contract independently for the activities set forth in this Agreement without notice to the other Parties and no Party shall bind or otherwise obligate the other Parties to participate in the activity, except as otherwise specifically agreed to in writing.
8. COMPLIANCE WITH LAWS: Each Party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to the activities set forth in this Agreement.
9. FINANCING: Each Party shall be solely responsible for payments of goods or services purchased through the use of Public Purchase. No Party shall be responsible for payment for goods or services acquired by any other Party, unless otherwise agreed in writing.
10. FUTURE PARTIES: Future Parties to this Agreement shall be required to execute this Agreement in writing in order to participate in the mutual collaboration and sharing activities described in Sections 2, 3 and 4. Upon such execution of a copy (counterpart) of this Agreement, this Agreement shall be binding on the new Party and will remain binding on all existing Parties hereto without the need for further amendments to this Agreement.
11. ME TOO PROVISION: Each Party may insert in its solicitations or contracts for goods or services a provision that that the contractor shall be required to offer the same goods/services on the same terms to other parties.

12. **INDEMNIFICATION**: Each of the Parties to this Agreement shall protect, defend, indemnify and save harmless the other Party/Parties, their officers, officials, employees and agents from any and all costs, claims, judgments and/or awards of damages ("Claim") arising out of or in any resulting from each of the Party's respective negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless any other Party if the Claim is caused by the sole negligence of another Party. Where such Claim results from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each of the Parties agree that its obligations under this paragraph extend to any Claim brought by or on behalf of any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties to this Agreement only, any immunity that would otherwise be available against such Claim under the Industrial Insurance provisions of Title 51 RCW. In the event that any Party or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the responsible Party or combination of Parties. This indemnification paragraph shall survive the termination of this Agreement.
13. **DISCLAIMER**: The City of Bellevue does not warrant the operation or functionality of The Public Group and its SOQ functionality or the City of Bellevue's SPP website. The Parties agree that the City of Bellevue is not responsible or liable for any damages whatsoever caused in whole or in part by the operation or functionality, of lack thereof, of The Public Group and/or the SPP website, including any upgrades or changes.
14. **DOMAIN OWNERSHIP**: All Parties agree that the City of Bellevue is the sole owner of the domain names sharedprocurementportal.com, spp.com, spp.biz and spp.gov. Becoming a party to this Agreement does not give any other Party any right, title or interest in or to any of the identified domain names.
15. **TERM/TERMINATION**: The term of this Agreement is perpetual. Any Party may cancel the Agreement with respect to such Party with 30 days' notice made in writing, whereafter the Agreement shall be terminated with respect to such Party only. Notwithstanding the foregoing, the canceling Party shall pay its share of the costs incurred prior to the date of the notice of cancellation. This Agreement may be terminated by mutual agreement of all remaining Parties in writing.
16. **SEVERABILITY**: Any provision of this Agreement that 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.

- 17. NO THIRD PARTY BENEFICIARIES: This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- 18. VENUE: In any action brought under or because of this Agreement, venue shall be in King County, Washington, and Washington law shall apply.
- 19. COUNTERPARTS: This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.
- 20. WARRANTY REGARDING NOTICE OF TERMINATION: As of the date of execution of this Agreement, each Party warrants, that it has given to eCityGov Alliance a Notice of Termination of INTERLOCAL JOINT PURCHASING AGREEMENT BETWEEN eCityGov Alliance Partners and Subscribers (if a signatory to said Interlocal Agreement);

This Agreement shall be effective on the last date signed below.

City of Bellevue

City of Redmond

By: _____

By: _____

DATE: _____

DATE: _____

City of Issaquah

City of Renton

By: _____

By: _____

DATE: _____

DATE: _____

City of Woodinville

Sammamish Plateau Water & Sewer District

By: *Blaine Datt*

By: _____

DATE: 11/18/2015

DATE: _____

King County Library System

Pacific Hospital Preservation & Development Authority

By: _____

DATE: _____

By: _____

DATE: _____