

## Interlocal Cooperative Purchasing Agreement

This Interlocal Cooperative Purchasing Agreement (the “Agreement”) is entered into as of the last date of execution by and between the Housing Authority of the City of Seattle (“SHA”), a Washington public body corporate and politic and the Seattle Social Housing Developer (“SSHD”), a public development authority under the laws of the State of Washington.

### RECITALS

- A. Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies, and 2 CFR 200 encourages agencies to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services; and
- B. Chapter 39.34 of the Revised Code of Washington further provides that governmental agencies may enter into agreements to jointly utilize architectural and engineering services, provided such services are within the scope of a contract procured in compliance with the requirements of Chapter 39.80 of the Revised Code of Washington; and
- C. SHA and SSHD desire to utilize each other’s procurement processes and competitively awarded contracts when it is in their mutual interest; and
- D. The parties will mutually benefit from (i) being able to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance, and (ii) the acquisition of goods and services under contracts solicited by either party where price is extended by either party’s vendor, contractor, consultant, or service provider to the other party.

### AGREEMENT

1. **Cooperative Purchasing.** This Agreement pertains to bids and contracts for supplies, materials, equipment or services that may be required from time to time by the parties. The parties agree to (i) the purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing; and (ii) the purchase or acquisition of goods and services by each party from contracts solicited and entered into by the other party when either a provision has been provided for in the contract for other government agencies to avail themselves of the goods or services offered under the contract, or when the vendor, contractor, consultant or service provider to the contract is willing to extend the prices and other applicable terms of the contract to other government agencies.

2. **Contracting for Goods and Services.** Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases.

3. **Joint Utilization of SHA On-Call A&E Services RFQ 5414.** The SSHD may utilize, and contract for Architectural or Engineering (“A&E”) services within the scope of, the SHA’s Request for Qualifications (“RFQ”) 5414 that is attached hereto as Exhibit A and incorporated

by reference into this Agreement.

**4. Joint Utilization of Contract No. 5505.** The SSHD may utilize the services of Innova Architects, Inc. (“Innova”), pursuant to Contract No. 5055, which was entered into between SHA and Innova on or about July 2, 2021, as a result of SHA determining Innova to be qualified based on an evaluation of their response to RFQ 5414. Contract No. 5055 is attached hereto as Exhibit B and incorporated by reference into this Agreement.

**5. Joint Utilization of Contract No. 5506.** The SSHD may utilize the services of SMR Architects, PLLC (“SMR”), pursuant to Contract No. 5056 entered into between SHA and SMR on or about July 9, 2021, as a result of SHA determining SMR to be qualified based on an evaluation of their response to RFQ 5414. Contract No. 5056 is attached hereto as Exhibit C and incorporated by reference into this Agreement.

**6. Right to Contract Preserved.** Each party reserves the right to contract independently for the acquisition of goods and services with or without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

**7. Compliance with Legal Requirements.** Each party shall comply in all material respects with all applicable federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

**8. Financing.** The method of payment is through budgeted or other available funds of the party for whose use the goods or services are actually acquired. Each party accepts no responsibility for the payment for goods or services intended for use by the other party.

**9. Filing.** Executed copies of this agreement will be filed as required by RCW 39.34.040 prior to this agreement becoming effective.

**10. Interlocal Cooperation Disclosure.** Each party is entitled to insert in its solicitations for goods or services a provision disclosing that other authorized governmental agencies may also wish to procure the goods or services 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.

**11. Hold Harmless.** Each party is liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. 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. Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

13. **Non-Delegation/Assignment.** Neither party is entitled to delegate the performance of any obligations under this agreement or to assign any of its right, title or interest in this Agreement except with the prior written consent of the other party.

14. **Term.** This agreement remains in full force and effect until cancelled in writing by either party.

15. **Counterparts.** This Agreement may be signed by the parties in different counterparts and the signature pages combined shall create a document binding on all parties.

16. **Severability.** Any provision of this agreement that is prohibited or unenforceable is ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

The parties have executed this Agreement by having their representatives affix their signatures below.

Housing Authority of the City of Seattle

McCoy

Signed by:  
*Diana Peterson*  
By: \_\_\_\_\_  
Name: Diana Peterson  
Its: Procurement and Contracts Manager  
Date: 03/04/2025

Seattle Social Housing Developer

Signed by:  
*Tiffani McCoy*  
By: \_\_\_\_\_  
Name: Tiffani McCoy  
Its: Interim CEO  
Date: 3/13/2026