

SPOKANE COUNTY

INTERGOVERNMENTAL COOPERATION

PURCHASING AGREEMENT

BETWEEN THE

COUNTY OF SPOKANE AND THE CITY OF SPOKANE

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 239, Laws of 1967, as amended (RCW 39.34), by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, (hereinafter referred to as "CITY") and COUNTY OF SPOKANE, a political subdivision of the State of Washington (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for inter-local cooperation between local agencies of government; and

WHEREAS, the County is required by state statute to make all purchases exceeding THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) by formal advertisement and bid process, and the City is required by its charter to advertise for bids for purchases exceeding exceeding TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) which is a time consuming and expensive process; and

WHEREAS, it would be in the best interest of both the County and City if each were given authority to utilize the other's contracts which have been established through the advertisement and bid procedure;

NOW, THEREFORE, the City and County agree as follows:

1. Purpose. The purpose of this agreement is allow the parties to cooperatively purchase or acquire goods and services under future contracts established by bid procedure and to utilize each other's contracts, as needs arise.

2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this agreement. Both parties understand and agree that contracts with vendors pursuant to this agreement may include (a) purchases by the City or County acting as agent for either or both parties in securing the best bid price and terms on one or more items or kinds of property for a time period specified in such contract or (b) purchases by the City or County as agent for the other in procuring specific items of property, pursuant to a specific request made in writing by the authorized representatives of each party or (c) joint purchase agreements relating to one or more specific items of property.

3. Duration of Agreement - Termination. This agreement shall remain in force until cancelled by either party in writing.

27519

4. Right to Contract Independently. Each party reserves the right to contract independently for the purchase of any particular class of goods or services without notice to the other party.

5. Compliance With Bidding Requirements. Each party accepts responsibility for compliance with any laws and regulations including bidding requirements applicable to its purchase of goods and services.

6. Financing. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of the purchase price of any goods or services intended for use by the other party.

7. Filing. Executed copies of this agreement shall be filed with the Spokane City Clerk, Spokane County Auditor and the Secretary of State of the State of Washington prior to this agreement becoming effective in accordance with RCW 39.34.040.

SIGNED by the CITY OF SPOKANE March 17, 1982.

CITY OF SPOKANE

By: Tyler Nash
City Manager

Attest: Marilyn J. Montgomery
City Clerk

SIGNED by the COUNTY OF SPOKANE March 2, 1982.

COUNTY OF SPOKANE

By: John R. McBride
Chairman
Frank Hayward
David [unclear]
Board of County Commissioners

Attest: Lucille [unclear]
Clerk, Bd. of County Commissioners

Approved as to form:

B Burns
Assistant Corporation Counsel, City of Spokane

Approved as to form:

James [unclear]
Civil Deputy Attorney, County of Spokane