



AGENDA CATEGORY

RECOMMENDATION

- Hearing
- Report
- Contract
- Resolution
- Annexation
- Ordinance:
- Emergency _____
- 1st & 2nd _____
- Staff Report

- Approve
- Accept
- Deny
- Set Hearing Date
- For: _____
- Continue To: _____
- Council Direction

Date: July 7, 1982

TO: **MAYOR AND CITY COUNCIL**

For Action

For Information

Budget Account # _____

AGENDA WORDING

Interlocal Purchasing Agreement between City of Spokane and Spokane School District No. 81.

BACKGROUND

Agreement authorizes joint public bidding and purchases of goods and services between Spokane and School District No. 81. This should result in cost-savings for bulk purchases.

FISCAL IMPACT

None

Notification necessary to Spokane Valley Advisory Council? Yes _____ No X

ATTACHMENTS: (list)

[Signature]
 Submitting Department

[Signature]
 Legal

Manager (Finance, Admin., Engineering, or Planning)

Finance

City Manager

FINAL DISPOSITION

DISTRIBUTION DESIRED AFTER COUNCIL ACTION:

Legal
 Purchasing
 School District No. 81
 Patricia Williams, Winston & Cashatt
 20th Floor Seattle First Finan.
 Center, Spokane, WA

SCHOOL DISTRICT NO. 81

INTERGOVERNMENTAL COOPERATION

PURCHASING AGREEMENT BETWEEN THE

CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81

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 "Spokane") and Spokane School District No. 81, a municipal corporation of the State of Washington (hereinafter referred to as "DISTRICT 81").

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, both Spokane and District 81 are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and

WHEREAS, it would be in the best interest of both Spokane and District 81 if each were given authority to utilize the other's contracts which have been established through the advertisement and bid procedure;

NOW, THEREFORE, Spokane and District 81 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 Spokane or District 81 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 Spokane or District 81 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.

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 School District No. 81 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 July 15, 1982, 1982.
CITY OF SPOKANE

By: Tony L. Wash
City Manager

Attest: Marilyn J. Montgomery
City Clerk

SIGNED by SPOKANE SCHOOL DISTRICT NO. 81 _____, 1982.

SPOKANE SCHOOL DISTRICT NO. 81

By: _____
President of the Board

By: Donald L. Hutto
Secretary of the Board

Approved as to form:

B Burns
Assistant Corporation Counsel,
City of Spokane