

INTERLOCAL COOPERATIVE LEASE AND PURCHASE AGREEMENT

OPR 84-59

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Data Processing Authority, and the following named municipal corporation, political subdivision, or other public agency of the State of Washington, CITY OF SPOKANE, hereinafter called the "Political Subdivision," hereby agree to cooperative governmental leasing and purchasing upon the following terms and conditions.

- (1) The Data Processing Authority, in contracting for the lease and purchase of data processing goods and services for the State of Washington, agrees to contract also on behalf of the political subdivision, to the extent permitted by law and agreed upon by the parties.
- (2) The Data Processing Authority will contract for the lease and purchase of data processing goods and services according to the laws and regulations governing leases and purchases by and on behalf of the Data Processing Authority, Chap. 43.105 RCW. The political subdivision accepts responsibility for compliance with any additional or varying laws and regulations governing leases and purchases by or on behalf of the political subdivision in question.
- (3) Whenever the Data Processing Authority has contracted to lease or purchase data processing goods or services on behalf of (a) political subdivisions in general, or (b) a class of political subdivisions which includes the undersigned political subdivision, or (c) the specific political subdivision undersigned, the political subdivision may lease or purchase goods and services covered by the contract on the same terms and conditions as the State of Washington. Such a lease or purchase by the political subdivision may be effected by a purchase order directed by the political subdivision to the vendor or other party contracting to furnish data processing goods or services to the state. The Data Processing Authority accepts no responsibility for the performance of any lease or purchasing contracts by the vendor and the Data Processing Authority accepts no responsibility for the payment of the lease or purchase price by the political subdivision.
- (4) The political subdivision reserves the right to contract independently for the lease or purchase of any particular class of data processing goods or services, with or without notice to the Data Processing Authority.
- (5) The Data Processing Authority reserves the right to exclude the undersigned political subdivision, or any class containing the undersigned political subdivision, or political subdivisions in general, from any particular data processing lease or purchasing contract, with or without notice to the political subdivision.
- (6) This Agreement shall continue in force until cancelled by either party, which cancellation may be effected with or without notice to the other party.
- (7) This Agreement is for state contracts entered into by, or under the authority of, the Data Processing Authority.
- (8) Contacts

Approved as to form;
Attest: Marilyn J. Montgomery *City Clerk* *Burna Art. City Atty*

CITY OF SPOKANE James Davis (509) 456-3850
Political Subdivision Purchasing Director Name of Individual Phone Number

State of Washington: Data Processing Authority Bill Truskey (206) 753-5465
Contract Administrator Phone Number

State of Washington Data Processing Authority 9th and Columbia Building, Suite 360 Mail Stop: GH-31 Olympia, WA 98504	Political Subdivision <u>CITY OF SPOKANE, WA</u> Address <u>West 808 Spokane Falls Boulevard</u> <u>Spokane, WA 99201</u>				
Contract Administrator <u>Bill Truskey</u> Date <u>2/16/84</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> Type or Print Name <u>Terry C Novak</u> </td> <td style="width: 50%;"> Title <u>City Manager</u> </td> </tr> <tr> <td> Signature <u>Terry C Novak</u> </td> <td> Date <u>2-7-84</u> </td> </tr> </table>	Type or Print Name <u>Terry C Novak</u>	Title <u>City Manager</u>	Signature <u>Terry C Novak</u>	Date <u>2-7-84</u>
Type or Print Name <u>Terry C Novak</u>	Title <u>City Manager</u>				
Signature <u>Terry C Novak</u>	Date <u>2-7-84</u>				

Attest:
Marilyn J. Montgomery