

FOR COUNCIL MEETING OF: September 29, 1986

AGENDA CATEGORY

RECOMMENDATION

Notify Prior to Meeting:  
Spokane Valley Advisory Council?   
Other? \_\_\_\_\_

**RECEIVED**

SEP 24 1986

**CITY CLERK'S OFFICE  
SPOKANE, WA**

- Hearing
- Annexation
- Report
- Contract
- Resolution
- Emergency Ord.
- First Rdg. Ord.
- Report of City Manager

**FILE**

- Accept
- Approve
- Deny
- Place on File
- Set Hrg. / Review
- Defer / Continue
- Council Direction

TO: MAYOR AND CITY COUNCIL  
 For Action  
 For Information

Clerk's File # OPR 86-524  
Eng. / LID # \_\_\_\_\_ BID# \_\_\_\_\_

**AGENDA WORDING:**

Interlocal agreement between the City of Spokane and the City of Richland.

**BACKGROUND:**

Agreement authorizes joint public bids for acquisition of goods and services and disposition of property between the Cities of Spokane and Richland.

ENVIRONMENTAL FINDING: \_\_\_\_\_

FISCAL IMPACT: \_\_\_\_\_

BUDGET ACCOUNT #: \_\_\_\_\_

ATTACHMENTS: (list) Agreement **on file for review in Office of City Clerk**

Signatures of: \_\_\_\_\_  
Submitting Department **Purchasing**  
\_\_\_\_\_  
Manager (Finance, Administration, Engineering, or Planning)

*[Signature]*  
\_\_\_\_\_  
Legal  
*[Signature]*  
\_\_\_\_\_  
Finance

\_\_\_\_\_  
City Manager

**COUNCIL ACTION:**

APPROVED & ADOPTED BY  
SPOKANE CITY COUNCIL:  
SEP 29 1986  
*[Signature]*  
CITY CLERK

**RECEIVED**  
OCT 2 1986  
PURCHASING DEPT.

**DISTRIBUTION AFTER COUNCIL ACTION**

Accounting  
Budget Control  
Purchasing ✓  
Legal  
Sec. of State (cont.)  
Spokane County (cont.)  
17  
Form # 568 Rev. 1

INTERGOVERNMENTAL COOPERATION AGREEMENT

OPA 86-574

THIS AGREEMENT is between the CITY OF SPOKANE, a municipal corporation of the State of Washington, and the CITY OF RICHLAND, a municipal corporation of the State of Washington.

W I T N E S S E T H:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and disposition of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.

2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this agreement.

3. Scope. This agreement shall allow the following activities:

A. 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;

B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other agencies to avail themselves of goods and services offered under the contract.

C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.

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

5. Right to Contract Independent Action Preserved. Each party reserves the right to contract independently for the acquisition of goods or services and or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. Compliance With Legal Requirements. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

7. 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 or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. Interlocal Cooperation Disclosure. Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods 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.

10. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

11. Hold Harmless. Each party shall be liable and responsible for the consequences 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 admission of any person, firm or corporation not a party to this agreement.

12. Severability. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

SIGNED on Sept. 30, 1986.

CITY OF SPOKANE

By:

William A. Papp  
City Manager for TLN

Attest:

Marilyn J. Montgomery  
City Clerk

SIGNED on September 18, 1986.

CITY OF RICHLAND WASHINGTON

By: *Neal Schulman*  
Title: City Manager

By: *Michael L. Cotes*  
Title: Purchasing & Stores Supervisor

Approved as to form:

*B Burns*  
Assistant City Attorney, City of Spokane

Approved as to form:

*Thomas O. Lampson Acting City Attorney*  
Tom Lampson, Acting City Attorney, City of Richland

M E M O R A N D U M

August 27, 1986

From: Purchasing Department  
To: Legal Department, B. Burns

Subj: Bid #1876-86 - Chemical Organic Polymer Flocculant

The City of Richland would like to buy off the referenced bid, and an Interlocal Agreement is requested.

Please make an Interlocal Agreement for:

Michael L. Estes, C.P.M.  
City of Richland  
P. O. Box 190  
Richland, WA 99352

Thank you.

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