

FOR COUNCIL MEETING OF: February 2, 1987

A DA CATEGORY RECOMMENDATION

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

- |   |   |
|---|---|
| <input type="checkbox"/> Hearing                | <input type="checkbox"/> Accept             |
| <input type="checkbox"/> Annexation             | <input checked="" type="checkbox"/> Approve |
| <input type="checkbox"/> Report                 | <input type="checkbox"/> Deny               |
| <input checked="" type="checkbox"/> Contract    | <input type="checkbox"/> Place on File      |
| <input type="checkbox"/> Resolution             | <input type="checkbox"/> Set Htg. / Review  |
| <input type="checkbox"/> Emergency Ord.         | Date For: _____                             |
| <input type="checkbox"/> First Rdg. Ord.        | <input type="checkbox"/> Defer / Continue   |
| <input type="checkbox"/> Report of City Manager | To: _____                                   |
|   | <input type="checkbox"/> Council Direction  |

TO: MAYOR AND CITY COUNCIL  
 For Action  
 For Information

**RECEIVED**  
JAN 28 1987  
CITY CLERK'S OFFICE  
SPOKANE, WA

Clerk's File # OPR 87-68  
Eng. / LID # \_\_\_\_\_ BID # \_\_\_\_\_

AGENDA WORDING:

Interlocal Purchase Agreement between the City of Spokane and the South Fork Coeur d'Alene River Sewer District.

BACKGROUND:

Agreement authorizes joint public bids for acquisition of goods and services and disposition of property between the City of Spokane and the South Fork Coeur d'Alene River Sewer District.

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

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

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

ATTACHMENTS: (list) Agreement on file for review in office of the City Clerk.

Signatures of: \_\_\_\_\_  
Submitting Department Purchasing

\_\_\_\_\_  
Legal

Manager (Finance, Administration, Engineering, or Planning)

\_\_\_\_\_  
Finance

City Manager

COUNCIL ACTION:

DISTRIBUTION AFTER COUNCIL ACTION:

- Accounting
- Budget Control
- Purchasing
- South Fork
- State (certified)
- County Auditor (certified)
- CCAF

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APPROVED & ADOPTED BY  
SPOKANE CITY COUNCIL:  
FEB 02 1987  
Marilyn J. Montgomery  
CITY CLERK

## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a municipal corporation of the State of Washington, and the SOUTH FORK COEUR D'ALENE RIVER SEWER DISTRICT, 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, the parties also wish to utilize each other's agreements 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 governmental 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 AGREEMENT - TERMINATION. This agreement shall remain in force until canceled 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 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 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 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 February 3, 1987

CITY OF SPOKANE

By: William A. Papp  
City Manager TZN

Attest: Marilyn J. Montgomery  
City Clerk

SIGNED on 1-23-87

SOUTH FORK COEUR D'ALENE RIVER  
SEWER DISTRICT

By: Carol E. Mattingly  
Title: Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

B. Davis  
Assistant City Attorney

DATE: February 5, 1987  
I HEREBY CERTIFY THIS IS A TRUE AND  
ACCURATE COPY OF THE ORIGINAL WHICH  
IS ON FILE IN THE OFFICE OF THE CITY  
CLERK.  
William E. Donahue  
CITY CLERK  
SEAL CITY OF SPOKANE  
COUNTY OF SPOKANE  
STATE OF WA.

FILED OR RECORDED

REQUEST OF Spokane City Clerk

FEB 10 9 46 AM '87

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY, WASH.  
DEPUTY. SMELL



February 6, 1987

OPR 87-68 ✓  
CPR 87-3


Mr. William E. Donahue  
Spokane County Auditor  
W. 1116 Broadway  
Spokane, Wa. 99201

Dear Mr. Donahue:

RE: INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE  
SOUTH FORK COEUR D'ALENE RIVER SEWER DISTRICT AUTHORIZING  
JOINT PUBLIC BIDS FOR GOODS AND SERVICES

We are filing a certified copy of the above agreement with your  
office in accordance with RCW 39.34.040. Please charge City  
Clerk's filing account and send receipt to the address below.

Yours very truly,

  
Marilyn J. Montgomery, CMC  
Spokane City Clerk

MJM/cs

Enclosures

cc: Accounting - J. Sproul  
Purchasing - J. Smith

February 6, 1987



OPR 87-68 ✓  
CPR 87-3

Mr. Ralph Munro  
Secretary of State  
Olympia, Wa. 98504

Dear Mr. Munro:

RE: INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE  
SOUTH FORK COEUR D'ALENE RIVER SEWER DISTRICT AUTHORIZING  
JOINT PUBLIC BIDS FOR GOODS AND SERVICES

We are filing a certified copy of the above agreement with your  
office in accordance with RCW 39.34.040. Please charge City  
Clerk's filing account and send receipt to the address below.

Yours very truly,

A handwritten signature in cursive script that reads "Marilyn J. Montgomery".

Marilyn J. Montgomery, CME  
Spokane City Clerk

MJM/cs

Enclosures

cc: Accounting - J. Sproul  
Purchasing - J. Smith

January 22, 1987

Corky Mattingly  
South Fork Coeur d'Alene Sever District  
P. O. Box 68  
Wallace, ID 83873



Subject: Intergovernmental Cooperation Agreement

To Our Valued Supplier:

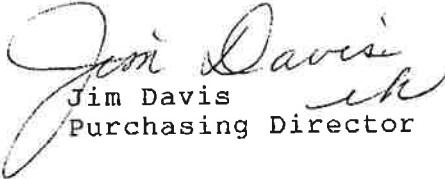
This contract has been approved as to form by the City of Spokane and is sent to you for signature. Please approve the statements and contents by signature and return to:

Director of Purchasing  
Municipal Building - Room #14  
West 808 Spokane Falls Boulevard  
Spokane, WA 99201-3316

This contract reflects all specifications and requirements agreed to and you must be prepared to comply in all respects.

When the contract has been fully executed you will be sent a copy for your files.

Thank you for your continued cooperation.

  
Jim Davis  
Purchasing Director

JD:ih

Enclosure