

FOR COUNCIL MEETING OF: March 30, 1987

Notify Prior to Meeting:
Spokane Valley Advisory Council?
Other? _____

TO: MAYOR AND CITY COUNCIL
 For Action
 For Information

RECEIVED

MAR 25 1987

CITY CLERK'S OFFICE
SPOKANE, WA

AGENDA CATEGORY RECOMMENDATION

- | | |
|-------------------------------------------------|---------------------------------------------|
| <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 Hrg. / 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 |

Clerk's File # OPR 87-217 ✓
Eng. / LID # _____ BID # _____

AGENDA WORDING:

Interlocal Purchase Agreement between the City of Spokane and the City of Sandpoint, Idaho.

BACKGROUND:

Agreement authorized joint public bids for acquisition of goods and services and disposition of property between Spokane and Sandpoint.

ENVIRONMENTAL FINDING: _____

FISCAL IMPACT: _____

BUDGET ACCOUNT #: _____

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

Signatures of:
[Signature]
Submitting Department Purchasing

[Signature]
Legal

Manager (Finance, Administration, Engineering, or Planning)

[Signature]
Finance

[Signature]
City Manager

COUNCIL ACTION:

APPROVED & ADOPTED BY
SPOKANE CITY COUNCIL:
MAR 30 1987
[Signature]
Deputy CITY CLERK

DISTRIBUTION AFTER COUNCIL ACTION

- Accounting
- Budget Control
- Purchasing
- City of Sandpoint
- Legal
- CCAF

INTERLOCAL PROCUREMENT AGREEMENT

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

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 desire to utilize each other's procurement agreements when 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 to dispose 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 omission 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.

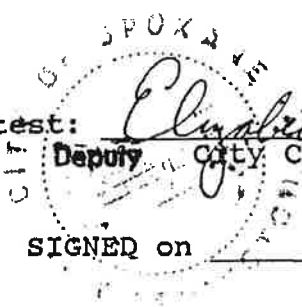
SIGNED on March 31, 1987

CITY OF SPOKANE

By: Tony L. Wood
City Manager

Attest: Elizabeth Davidson
Deputy City Clerk

SIGNED on _____



CITY OF SANDERSON

By: Maxine E. Smith
Title: Mayor

ATTEST:
By: Helen M. Spurgeon
Title: City Clerk

Approves as to form:

[Signature]
Assistant City Attorney

DATE: April 2, 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.

Marilyn J. Montgomery

CITY CLERK
SEAL CITY OF SPOKANE
COUNTY OF SPOKANE
STATE OF WA.

~~FILED IN RECORDS~~
REQUEST OF City Clerk
APR 6 9 38 AM '87 1700
WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

City Hall 99201-3333
SNELL



April 2, 1987

OPR 87-217 ✓
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
CITY OF SANDPOINT, IDAHO FOR JOINT PUBLIC BIDS FOR
ACQUISITION OF GOODS AND SERVICES

We are filing one 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.

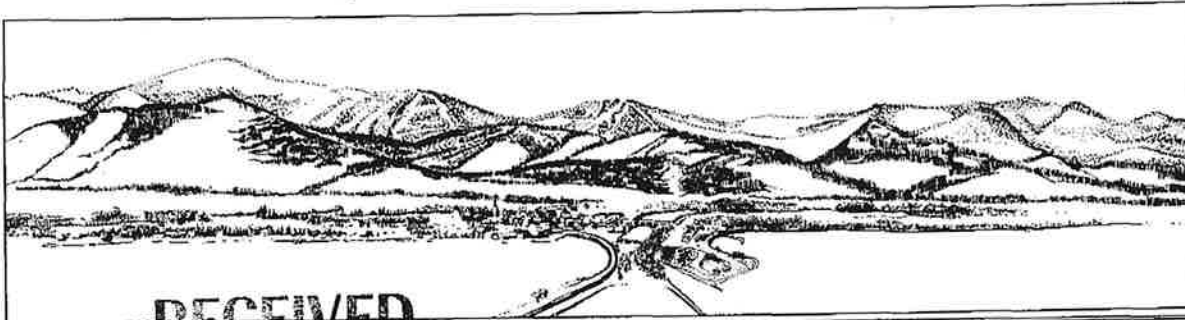
Yours very truly,

Marilyn J. Montgomery, CMC
Spokane City Clerk

MJM/cs

Enclosure

cc: City of Sandpoint, Idaho



RECEIVED

CITY OF SANDPOINT • CITY HALL • SANDPOINT, IDAHO 83864 • 208-263-3158

MAR 19 1987

March 12, 1987

OPR 87-217

OFFICE OF THE CITY ATTORNEY

City of Spokane
Legal Department
Spokane, Washington 99205

Re: Filing of Proposed Agreement for Joint Action by Public Agencies, Pursuant to Idaho Code Sections 67-2326 through 67-2333

Dear Sir or Madam:

Thank you for sending to Joel Petty, the City's Superintendent of Public Works, the proposed Interlocal Procurement Agreement.

The City of Sandpoint appreciates the offer from the City of Spokane to cooperate with it in the purchase of supplies, and the City of Sandpoint would like to enter into such an agreement if at all possible.

When I first reviewed the proposed agreement, I had some question in my mind as to whether the dollar value of supplies being purchased by the City of Sandpoint would trigger the competitive bidding requirements of Idaho State law. In doing some research on that question, a statutory provision was found which would allow that question to be answered in an official manner.

Idaho Code Section 67-2329 provides a procedure whereby a proposed agreement can be filed with the Idaho Secretary of State, who will then request an opinion from the Attorney General's office as to whether the agreement is consistent with the Federal and Idaho Constitutions, and Idaho law. If the opinion from the Attorney General's office is in the affirmative, the agreement can then be considered in full force and effect from the date of the notice from the Secretary of State's office that that agreement has been so approved.

I am enclosing in this letter a signed copy of the proposed Agreement, which I would ask that you have the City of Spokane similarly sign. If you would then be kind enough to return the signed

City of Spokane
Legal Department
Page Two
March 12, 1987

Agreement to this office, I will forward it to the Secretary of State's office for filing pursuant to the above-noted code section, and then both cities will thereafter be advised whether the Agreement is approved. The code requires that an opinion be rendered within thirty (30) days from the date of request by the Secretary of State, and any failure to render such an opinion within such time is considered as approval by the Attorney General.

If you have any questions concerning this proposed outline of steps of action, please contact me.

Thank you.

Very truly yours,

COOKE, LAMANNA & SMITH



Steve Smith
Attorney for the City of Sandpoint
SS:ps
enclosure

cc: Helen M. Newton, City Clerk (without enclosure)
Joel Petty, Superintendent of Public Works (without enclosure)