

FOR COUNCIL MEETING OF: August 31, 1987

AGENDA 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 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 |

RECEIVED
AUG 25 1987
CITY CLERK'S OFFICE
SPOKANE, WA

TO: MAYOR AND CITY COUNCIL
 For Action
 For Information

Clerk's File # OPR 87-504
Eng. / LID # _____ BID # _____

AGENDA WORDING:

Interlocal Purchase Agreement between the City of Spokane and Clallam County.

BACKGROUND:

Agreement authorizes joint public bids for acquisition of goods and services and disposition of property between Spokane and Clallam County.

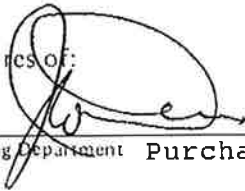
ENVIRONMENTAL FINDING: _____

FISCAL IMPACT: _____

BUDGET ACCOUNT #: _____

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

Signatures of:



Submitting Department Purchasing



Legal

Manager (Finance, Administration, Engineering, or Planning)



Finance



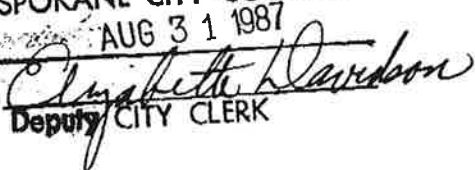
City Manager

COUNCIL ACTION:

DISTRIBUTION AFTER COUNCIL ACTION

APPROVED & ADOPTED BY
SPOKANE CITY COUNCIL:

- Accounting
- Budget Control
- Purchasing
- Clallam County, 223 East 4th, Port Angeles, WA 98362 //
- Legal
- County Auditor (Certified)
- Secretary of State (Cert.)

AUG 31 1987

Deputy CITY CLERK

INTERLOCAL PROCUREMENT AGREEMENT

OFF. VOL. 924 PAGE 188

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and the CLALLAM COUNTY, 223 East 4th, Port Angeles, Washington 98362, a governmental agency, 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 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.

→ 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 September 2, 1987
CITY OF SPOKANE

By: Terry L. Nash
City Manager

Attest: Elizabeth Davidson
Deputy City Clerk

SIGNED on

August 11, 1987

REF: 924 PAGE 190

CLALLAM COUNTY BOARD OF COMMISSIONERS

By: Northy Sunca
Title: Chair

By: Lawrence G. [unclear]
Title: _____

By: Even Jones
Title: _____

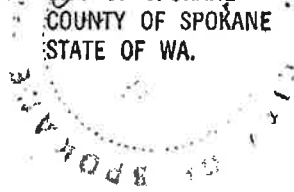
Approved as to form:

B Burns
Assistant City Attorney

DATE: September 3, 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.

Christine Davidson
CITY CLERK DEPUTY

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



FILED BY RESIDENTS
REQUEST OF City Clerk
SEP 8 12 19 PM '87 1700
WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY SNELL

5th fl City Hall
99201-3333



Clallam County Sheriff's Department

STEVEN T. KERNES
Sheriff

COUNTY COURTHOUSE
223 E. 4th St.
Port Angeles, WA 98362
(206) 452-7836
Scan 575-1011

DAN ENGELBERTSON
Undersheriff

File No: F75.17

August 17, 1987

Jim Davis, Director of Purchasing
Municipal Building, Room 14
West 808 Spokane Falls Blvd.
Spokane, WA 99201-3316

Dear Mr. Davis:

I have enclosed a signed copy of the Interlocal Governmental Agreement which you forwarded to me on June 10, 1987. When the contract is approved by the City of Spokane, please forward a copy of it back to me for my files.

I apologize for the time which has expired between your letter and the return of this document. Thank you again for your continued support of this matter.

Sincerely,

Dan J. Engelbertson
Undersheriff

DJE/kg

Enclosed

RECEIVED
AUG 20 1987
PURCHASING DEPT.

September 4, 1987



OPR 87-504
CPR 87-3

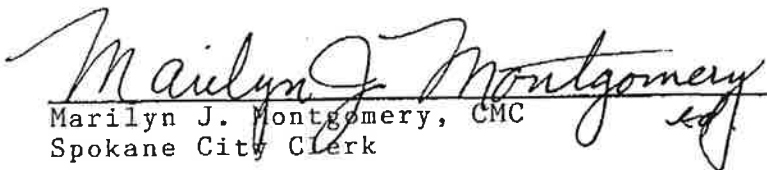
Mr. William E. Donahue
Spokane County Auditor
W. 1116 Broadway
Spokane, WA 99201

Dear Mr. Donahue:

RE: INTERLOCAL PURCHASE AGREEMENT BETWEEN THE CITY OF
SPOKANE AND CLALLAM COUNTY

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

Yours very truly,


Marilyn J. Montgomery, CMC
Spokane City Clerk

MJM:cd

Enclosure

cc: Clallam County



September 4, 1987

OPR 87-504
CPR 87-3

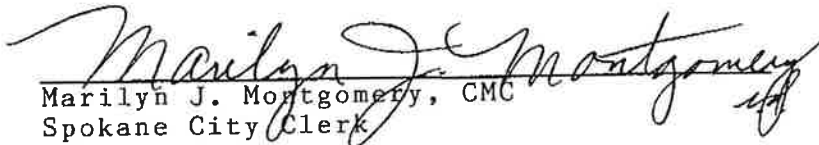
Mr. Ralph Munro
Secretary of State
Olympia, WA 98504

Dear Mr. Munro:

RE: INTERLOCAL PURCHASE AGREEMENT BETWEEN THE CITY OF
SPOKANE AND CLALLAM COUNTY

We are filing one certified copy of the above agreement
with your office in accordance with RCW 39.34.040.

Yours very truly,


Marilyn J. Montgomery, CMC
Spokane City Clerk

MJM:cd

Enclosure

cc: Clallam County