

FOR COUNCIL MEETING OF: December 28, 1987

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

TO: MAYOR AND CITY COUNCIL
 For Action
 For Information

SPOKANE CITY CLERK
FIFTH FLOOR
MUNICIPAL BUILDING
SPOKANE, WA
99201-3333

DEC 23 1987

- | 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 87-104
Eng. / LID # _____ BID # _____

AGENDA WORDING:

Interlocal Procurement Agreement between the City of Spokane and the City of Kirkland, Washington.

BACKGROUND:

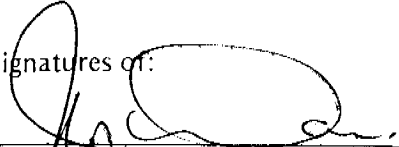
Agreement authorizes joint public bids for acquisition of goods and services and disposition of property between Spokane and Kirkland.

ENVIRONMENTAL FINDING: _____

FISCAL IMPACT: _____


BUDGET ACCOUNT #: _____

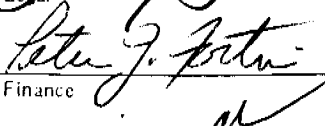
ATTACHMENTS: (list) Agreement on file for review in Office of City Clerk

Signatures of:


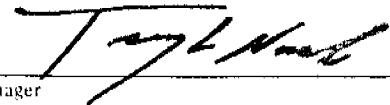
Submitting Department Purchasing

Manager (Finance, Administration, Engineering, or Planning)



Legal


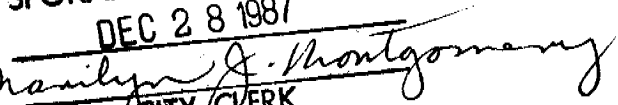
Finance



City Manager

COUNCIL ACTION:

DISTRIBUTION AFTER COUNCIL ACTION

APPROVED & ADOPTED BY
SPOKANE CITY COUNCIL:
DEC 28 1987

CITY CLERK

- Accounting
- Budget Control
- Purchasing
- Legal
- Kathy Jones - Purch. Mgr.
- City of Kirkland,
- City Hall, 123 - 5th Ave
- Kirkland, WA 98033

Sec of St 16
County CCAF

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and the CITY OF KIRKLAND, 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 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 of 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 December 29, 1987

CITY OF SPOKANE

By: Tony L. Ward
City Manager

Attest: Marilyn J. Montgomery
City Clerk

SIGNED on December 15, 1987-----

CITY OF KIRKLAND

By: Terrence J. Ellis
Title: City Manager

By: Tam Johnson
Title: Director of Administration & Finance

Approved as to form:

B. Burns
Assistant City Attorney

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SIGNED on December 29, 1987

CITY OF SPOKANE

By: Tony L. Nard
City Manager

Attest: Marilyn J. Montgomery
City Clerk

SIGNED on December 15, 1987-----

CITY OF KIRKLAND

By: Terrence L. Ellis
Title: City Manager

By: Tam A. Aelusa
Title: Director of Administration & Finance

Approved as to form:

D. Burns
Assistant City Attorney

DATE: January 6, 1988
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/RECORDED
REQUEST OF City Clerk

JAN 12 11 04 AM '88

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

700

SMELL

3 5th fl. City Hall
99201-3333



January 6, 1988

OPR 87-704 ✓
CPR 88-3

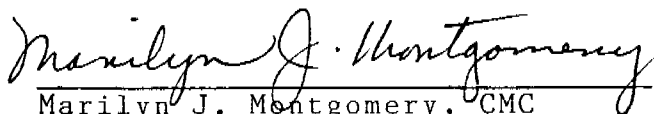
Mr. William E. Donahue
Spokane County Auditor
W. 1116 Broadway
Spokane, WA 99201

Dear Mr. Donahue:

RE: INTERLOCAL PROCUREMENT AGREEMENT BETWEEN THE CITY OF SPOKANE
AND THE CITY OF KIRKLAND, WASHINGTON

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

Yours very truly,

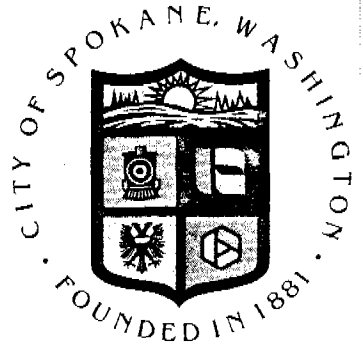


Marilyn J. Montgomery, CMC
Spokane City Clerk

MJM/cs

Enclosure

cc: Accounting
City of Kirkland



January 6, 1988

OPR 87-704
CPR 88-3


Mr. Ralph Munro
Secretary of State
Olympia, WA 98504

Dear Mr. Munro:

RE: INTERLOCAL PROCUREMENT AGREEMENT BETWEEN THE CITY OF SPOKANE
AND THE CITY OF KIRKLAND, WASHINGTON

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office in accordance with RCW 39.34.040.

Yours very truly,


Marilyn J. Montgomery, CMC
Spokane City Clerk

MJM/cs

Enclosure

cc: Accounting
City of Kirkland