

(6676)

City Clerk's No.

OPR 94-752  
COPR 87-322  
2003  
sh  
7

RECEIVED

MINOR CONTRACT AUTHORIZATION

NOV 01 1994

Date 10/24/94

CITY CLERK'S OFFICE  
SPOKANE, WA

Budget Account No.

CONTRACT TOPIC:

Interlocal Procurement Agreement between the CITY OF SPOKANE and KITSAP COUNTY.

CONTRACT BACKGROUND:

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 governmental disposition of property; and whereas, the parties desire to utilize each other's procurement agreements when it is in their mutual interest. Staff requests that the attached agreement be approved.

Submitting Department  
Purchasing

Legal

Manager/Division Director

Finance

OK ✓

- DISTRIBUTION  
 Accounting  
 Budget Control  
 Taxes & Licenses  
 Purchasing  
 Kitsap County

KC-405-94  
OPR 94-752

9412160269

City Clerk's No. OPR 94-752  
(OPR 87-329)

INTERLOCAL PROCUREMENT AGREEMENT VOL. 1682 PAGE 386

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and KITSAP COUNTY, a political subdivision 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 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 October 10, 1994

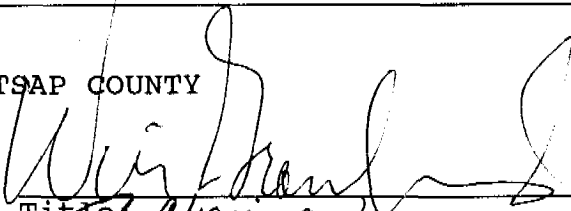
CITY OF SPOKANE

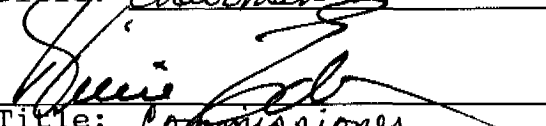
By:   
City Manager

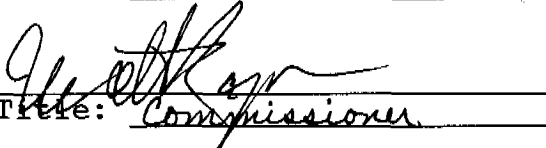
Attest:   
Deputy city clerk

SIGNED on 10-17-94

KITSAP COUNTY

By:   
Title: Chairman

By:   
Title: Commissioner

By:   
Title: Commissioner

Approved as to form:

  
Assistant City Attorney

December 19, 1994



CPR 94-2  
OPR 94-752 ✓  
OPR 94-827  
OPR 94-897  
OPR 94-753  
OPR 93-854  
OPR 94-926  
OPR 94-931

Secretary of State  
Olympia, WA 98504

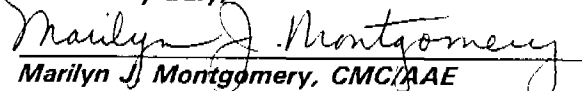
Dear Mr. Secretary:

- RE: 1) INTERLOCAL PROCUREMENT AGREEMENT BETWEEN KITSAP COUNTY AND THE CITY OF SPOKANE
- 2) INTERLOCAL PROCUREMENT AGREEMENT BETWEEN CITY OF TACOMA AND THE CITY OF SPOKANE
- 3) MEMORANDUM OF AGREEMENT BETWEEN SPOKANE COUNTY HEALTH DISTRICT AND THE CITY OF SPOKANE FOR CARDIOVASCULAR RISK SCREENING
- 4) INTERLOCAL AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF LICENSING AND THE CITY OF SPOKANE FOR VEHICLE RECORD FILE
- 5) COOPERATIVE/COLLECTION AGREEMENT BETWEEN WASHINGTON STATE PARKS AND RECREATION COMMISSION AND THE CITY OF SPOKANE FOR SNOWMOBILE AND WINTER RECREATIONS PROGRAMS
- 6) MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON STATE DEPARTMENT OF CORRECTIONS AND THE CITY OF SPOKANE FOR SPACE IN COPS NORTHEAST STATION
- 7) MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON STATE DEPARTMENT OF CORRECTIONS AND THE CITY OF SPOKANE FOR SPACE IN COPS WEST CENTRAL STATION

Enclosed please find the above-referenced Agreements which have been signed by appropriate City Officials. Certified copies of the documents are enclosed as required for filing with your office.

Thank you for your cooperation.

Yours very truly,

  
Marilyn J. Montgomery, CMC/AAE  
Spokane City Clerk

Enclosures

MJM:kc

FOR COUNCIL MEETING OF: October 24, 1994

5 p.m. Consent Agenda **X**  
6 p.m. Hearing Agenda **XX**

AGENDA CATEGORY

RECOMMENDATION

Notify Prior to Meeting:  
Spokane Valley Advisory Council 0  
Other? \_\_\_\_\_

TO: **MAYOR AND CITY COUNCIL**

**X** For Action  
**0** For Information

**RECEIVED**

**OCT 19 1994**

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

|   |                     |   |                   |
|---|---------------------|---|-------------------|
| 0 | Hearing             | 0 | Accept            |
| 0 | Annexation          | 0 | Approve           |
| 0 | Report              | 0 | Deny              |
| 0 | Contract            | 0 | Place on File     |
| X | Resolution          | 0 | Set Hrg./Review   |
| 0 | Emergency Ord.      |   | Date for: _____   |
| 0 | First Rdg. Ord.     | X | <b>ADOPT</b>      |
| 0 | Report of City Mgr. | 0 | Council Direction |

Clerk's File OPR 94-752  
Eng./LID Bid # \_\_\_\_\_

**AGENDA WORDING:** A Resolution declaring a sole source and authorizing the purchase of portable radios and chargers for the Police Department through an interlocal contract with Kitsap County from Motorola Communications and Electronics Inc., without public bidding.

**BACKGROUND:** Spokane Police Officers currently use the Motorola brand portable radios with the "office safety alert" signaling format. Therefore, it is unfeasible to purchase other brands of portable radios. Kitsap County has an existing purchase contract with Motorola Communications and Electronics, Inc., and by using this contract the City avoids 1.9% in administrative fees charged by the state. Staff recommends immediate approval.

**ENVIRONMENTAL FINDING:** N/A

**FISCAL IMPACT:** \$48,924.00 plus tax (estimate) 52837.92

**BUDGET ACCOUNT** 160-1068-933-62800 CIP Funds

**ATTACHMENTS:** Resolution

Signatures of:

Dave Ingle  
Submitting Department **BB**

B Burns  
Legal

[Signature]  
Purchasing Department

Division Director

Peter J. Foster  
Finance

RC  
City Manager

**COUNCIL ACTION:**

**DISTRIBUTION AFTER COUNCIL ACTION:**

*Adopted by the Spokane City Council October 24, 1994.*

Accounting  
Budget Control  
Purchasing  
Police - Donna M.  
**CCAF**

Marilyn J. Montgomery  
CMC/AAE, CITY CLERK

**RES 94-85**

## RESOLUTION

A resolution declaring a sole source and authorizing the purchase of portable radios and chargers for the Police Department through an interlocal contract with Kitsap County from Motorola Communications and Electronics, Inc. without public bidding.

WHEREAS, Spokane police officers use Motorola brand portable radios with the "Officer Safety Alert" button; and the department needs 60 additional portable radios and 12 radio chargers / wall mounts; and

WHEREAS, the Spokane County Communication Center will only recognize Motorola's proprietary "Officer Safety Alert" signaling format; which makes the purchase of other brand portable radios unfeasible; and

WHEREAS, this purchase will exceed the City of Spokane's \$25,000 public bid limit for the purchase of goods; and

WHEREAS, under section 7.06.140 of the Spokane Municipal Code, the City Council, by resolution, may authorize the purchase of goods without public bidding through interlocal purchase contracts with other governmental agencies, if that agency publicly bid the purchase of the goods;

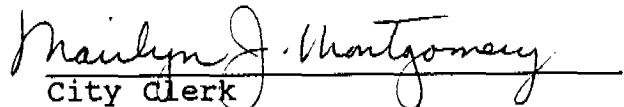
WHEREAS, Kitsap County has an existing purchase contract with Motorola Communications and Electronics, Inc., at the same pricing as the Washington State purchase contract; and

WHEREAS, if the City purchases the radios through the Kitsap County contract instead of the Washington State contract, it will avoid the 1.9% "administrative fee" charged by the State; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that Motorola Communications and Electronics, Inc. is a sole source for portable radios with the "Officer Safety Alert" feature; and the Kitsap County purchase contract represents the most favorable procurement for the City; and

BE IT FURTHER RESOLVED that staff is hereby authorized to purchase the portable radios and chargers / wall mounts without public bidding at an estimated cost of \$48,924.00 plus sales tax.

ADOPTED BY THE CITY COUNCIL ON October 24, 1994

  
City clerk

Approved as to form:

  
Assistant City Attorney

RES 94-85

FOR COUNCIL MEETING OF: May 18, 1987

AGENDA CATEGORY RECOMMENDATION

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

- Hearing
- Annexation
- Report
- Contract
- Resolution
- Emergency Ord.
- First Rdg. Ord.
- Report of City Manager
- Accept
- Approve
- Deny
- Place on File
- Set Hrg. / Review
- Defer / Continue
- Council Direction

TO: MAYOR AND CITY COUNCIL  
 For Action  
 For Information

**RECEIVED**  
MAY 12 1987  
CITY CLERK'S OFFICE  
SPOKANE, WA

Clerk's File # OPR 87-320  
Eng. / LID # \_\_\_\_\_ BID # \_\_\_\_\_

AGENDA WORDING:  
Interlocal Procurement Agreement between the City of Spokane and Kitsap County, Washington.

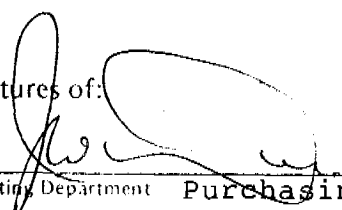
BACKGROUND:  
Agreement authorized joint public bids for acquisition of goods and services and disposition of property between Spokane and Kitsap County.

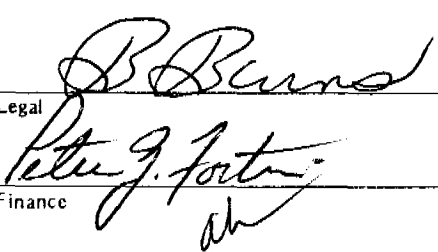
ENVIRONMENTAL FINDING: \_\_\_\_\_

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

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

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

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

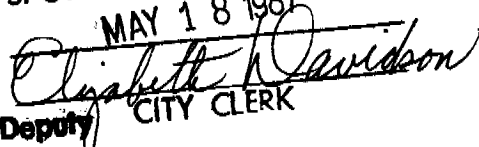
  
\_\_\_\_\_  
Legal  
Finance

Manager (Finance, Administration, Engineering, or Planning)

City Manager

COUNCIL ACTION:

- DISTRIBUTION AFTER COUNCIL ACTION:
- Accounting
  - Budget Control
  - Purchasing
  - Kitsap County
  - ~~Legal~~
  - County Auditor
  - Secretary of State

APPROVED & ADOPTED BY  
SPOKANE CITY COUNCIL:  
MAY 18 1987  
  
Deputy CITY CLERK



INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and the KITSAP COUNTY, 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 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 May 19, 1987

CITY OF SPOKANE

By: Tracy L. Noveck  
City Manager

Attest: [Signature]  
Deputy City Clerk



SIGNED on May 4, 1987

KITSAP COUNTY

By: Ray Cardal  
Title: Chairman, Bd. of Comm.

By: [Signature]  
Title: Commissioner

By: (Not Present)  
Title: Commissioner

Approved as to form:

B Burns  
Assistant City Attorney



# Kitsap County Central Purchasing

Kitsap County Courthouse • 614 Division Street • Port Orchard, WA 98366

Telephone (206) 876-7071

LEN CREWS, Purchasing Manager

May 4, 1987

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

RE: Bid #1953-86 dated October  
16, 1986 - Voice Logging  
Recorder

Dear Mr. Davis:

Enclosed please find two signed copies of Intergovernmental Cooperative Purchasing Agreement.

When the contract has been fully executed please send me a copy for my files as soon as possible.

Thank you for your cooperation.

Sincerely,

Len Crews  
Purchasing Manager

LC:bp  
Enclosures

**RECEIVED**

**MAY 7 1987**

**PURCHASING DEPT.**



May 22, 1987

OPR 87-320 ✓  
CPR 87-3

Mr. Ralph Munro  
Secretary of State  
Olympia, WA 98504

Dear Mr. Munro:

RE: INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND KITSAP  
COUNTY, WASHINGTON FOR JOINT PUBLIC BIDS FOR ACQUISITION  
OF GOODS AND SERVICES

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

Yours very truly,

Elizabeth Davidson  
Deputy City Clerk

ED/cs

Enclosures

cc: Kitsap County

May 22, 1987



OPR 87-320 ✓  
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 KITSAP  
COUNTY, WASHINGTON FOR JOINT PUBLIC BIDS FOR ACQUISITION  
OF GOODS AND SERVICES

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

Yours very truly,

Elizabeth Davidson  
Deputy City Clerk

ED/cs

Enclosures

cc: Kitsap County