

RECEIVED

MINOR CONTRACT AUTHORIZATION

NOV 02 1994

Date November 1, 1994

CITY CLERK'S OFFICE
SPOKANE, WA

Budget Account No. _____

CONTRACT TOPIC:

Interlocal agreement between CITY OF SPOKANE and CITY OF TACOMA.

CONTRACT BACKGROUND:

This interlocal agreement will allow for joint acquisition of goods and services and disposition of property for the mutual benefit of both parties. Staff recommends implementation.

Submitting Department
Purchasing

Legal

Manager/Division Director

Finance

DISTRIBUTION

- Accounting
- Budget Control
- Taxes & Licenses
- Purchasing

Tacoma

KRISTINE JENSEN
CITY OF TACOMA
POB 4007
TACOMA WA 98411-2598

INTERLOCAL PROCUREMENT AGREEMENT

VOL. 1682 PAGE 390

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and the CITY OF TACOMA, 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 November 2, 1994

CITY OF SPOKANE

By: *[Signature]*
City Manager

Attest: *Marilyn J. Montgomery*
City Clerk



SIGNED on _____

CITY OF TACOMA

By: [Signature]
Title: PURCHASING MANAGER

By: _____
Title: _____

Approved as to form:

[Signature]
Assistant City Attorney

Approved as to form & legality:

[Signature]
Chief Asst. 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

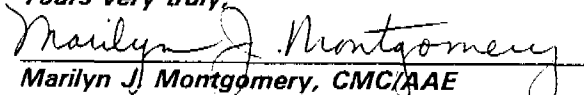
Dear Mr. Secretary:

- 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