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2007

City Clerk's No OPR 520

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JUN 14 1999

CITY CLERK'S OFFICE
SPOKANE, WA

MINOR CONTRACT AUTHORIZATION

Date: June 07, 1999

Budget Account No. N/A

CONTRACT TOPIC:

Interlocal Agreement between the City of Spokane and Kittitas County, WA.

CONTRACT BACKGROUND:

It is of benefit to both parties to utilize each others procurement agreement when it is of mutual interest.

Staff recommends implementation of this agreement.

Laurie Hitchcock
Purchasing

B. B. Buns
Legal

Manager/Division Director

Richard G. Cook
Finance

DISTRIBUTION

- Accounting
- Budget & Control
- ~~Taxes & Licenses~~
- Purchasing

Legal - Barb
County - 2 originals

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between KITTITAS COUNTY, a municipal corporation, and THE CITY OF SPOKANE, a municipal corporation of the State of Washington.

WITNESSETH:

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, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where it is in their mutual interest; and

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 disposition 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 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 of 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 and 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 consequences 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 admission 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.

THE CITY OF SPOKANE

KITTITAS COUNTY
BOARD OF COMMISSIONERS
205 West Fifth, Room 108
Ellensburg, WA 98926

Peter J. Foster
Acting City Manager

W. A. Sealey
Chairperson

William R. Hill
Vice-Chairperson

Perry D. Huston
Commissioner

Date: JUN 14 1999

Date: June 1, 1999

ATTEST

Clerk

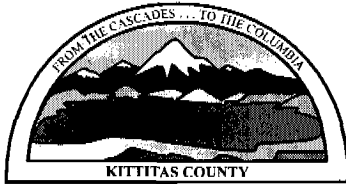
ATTEST

Clerk

Approved as to form
B. Burns

STANDARD INTERLOCAL
AGREEMENT AS TO RCW 39.34
APPROVED AS TO FORM:
02/25/92

Prosecuting Attorney



KITITAS COUNTY
DEPARTMENT OF PUBLIC WORKS

Paul D. Bennett, P.E., Director

June 4, 1999

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3316

Attn: Laurie Hitchcock

Re: Intergovernmental Cooperation Agreement

Dear Ms. Hitchcock:

Kittitas County Department of Public Works would like to tag on to the City of Spokane's Cab and Chassis Bid No. 2821-99, which was recently awarded to Sea Tac Truck Center.

Enclosed are three copies of the Intergovernmental Cooperation Agreement between Kittitas County and the City of Spokane. Please execute all three copies of the Intergovernmental Cooperation Agreement and keep one copy and return the other two copies.

If you have any questions regarding the enclosed Intergovernmental Cooperation Agreement please feel free to contact our office at (509) 962-7523.

Sincerely,

Paul D. Bennett, P.E.
Director of Public Works

c: Kathy Jurgens-Finance Manager

encl.

RECEIVED
JUN 07 1999
PURCHASING DEPT.