

2000

City Clerk's No OPR 2000-794 ck

RECEIVED

MINOR CONTRACT AUTHORIZATION

SEP 11 2000

Date: August 31, 2000

CITY CLERK'S OFFICE
SPOKANE, WA

Budget Account No. N/A

CONTRACT TOPIC:

Interlocal Procurement Agreement between the CITY OF SPOKANE and FAIRFAX COUNTY, VIRGINIA.

CONTRACT BACKGROUND:

It is of benefit to both parties to utilize each other's procurement agreement when it is of mutual interest. Therefore Staff recommends implementation of this agreement.

Laurie Hitchcock Purchasing
[Signature] Legal

[Signature] Manager/Division Director
[Signature] Finance

DISTRIBUTION

- Accounting
- Budget & Control
- Purchasing

Copy to: County of Fairfax
Office of Director
Purchasing & Supply Management Agency
12000 Government Center Parkway, Suite 427
Fairfax VA 22035-0013

PURCHASING DEPT.

SEP 14 2000

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Return to:
City Clerk
City of Spokane
808 West Spokane Falls Blvd.
Spokane, Washington 99201

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INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, and FAIRFAX COUNTY, VIRGINIA, whose business address is 12000 Government Center Parkway; Fairfax, Virginia 99203

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; --

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 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 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 RESERVED.** 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 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.

THE CITY OF SPOKANE

FAIRFAX COUNTY

Date: SEP 11 2000

Date: 8/23/00

By: *[Signature]*

By: *Cathy A Muse*

Title: City Manager

for

Title: ARMANDE MALO, CPPO, DIRECTOR
COUNTY OF FAIRFAX

Attest: *[Signature]*
City Clerk

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

Attest: *[Signature]*
Secretary, DPSM

Date: September 11, 2000

Date: 8/23/2000

Approved as to form:
[Signature]
Assistant City Attorney