

1/15/02

# AGENDA SHEET FOR COUNCIL MEETING OF: OCTOBER 21, 2002



Submitting Dept.  
Purchasing

Contact Person  
Laurie Hitchcock

Phone No.  
6410

**ADMINISTRATIVE SESSION**

- X Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

**CITY PRIORITY**

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- X Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

*OPR 2002-885*

**STANDING COMMITTEES**

(Date of Notification)

- o Finance \_\_\_\_\_
- o Neighborhoods \_\_\_\_\_
- o Planning/Community & Econ Dev \_\_\_\_\_

- o Public Safety \_\_\_\_\_
- o Public Works \_\_\_\_\_

Neighborhood/Commission/Committee Notified: \_\_\_\_\_

Action Taken: \_\_\_\_\_

**AGENDA WORDING:**

Interlocal Procurement Agreement between the City of Spokane and City of Ephrata, State of Washington, as per the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington). No City expenditure or revenue is involved.

**BACKGROUND:**

It is of benefit to both parties to utilize each other's procurement contracts when it is of mutual interest. This Interlocal Procurement Agreement is being put in place to enable future cooperative purchasing efforts. Staff recommends implementation of this agreement.

**RECOMMENDATION:**

<b>Fiscal Impact:</b> o N/A	<b>Budget Account:</b> o N/A
o Expenditure: \$	#
o Revenue: \$	#
X Budget Neutral	

**ATTACHMENTS:** Include in Packets:  
On file for Review in Office of City Clerk:

**SIGNATURES:**

*Laurie Hitchcock*  
Purchasing

\_\_\_\_\_  
Division Director

*Richard G. Cook*  
Finance *M/S*

*B. Buns*  
Legal

*Joel Scheib*  
City Administrator for Mayor

*Rob Haggins*  
Council President

**DISTRIBUTION:** PURCHASING

1 set Originals to: Joel Scheib  
City of Ephrata  
121 Alder Street SW  
Ephrata WA 98823

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

*October 21, 2002*  
*Leri R. Ruster*  
CITY CLERK

Return to:

City Clerk  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

City Clerk's No. OPR 02-885

### 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 the CITY OF EPHRATA, whose address is 121 Alder Street SW, Ephrata WA 98823.

#### WITNESSETH:

WHEREAS, the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington) provides for interlocal cooperation between governmental agencies; 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.



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Spokane Co, WA

2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this agreement.

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- 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 INDEPENDENTLY. 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.

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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 23, 2002

CITY OF SPOKANE

BY: [Signature]  
Title: City Administrator

ATTEST:

[Signature]  
SIGNED ON 9/27/02

CITY OF EPHRATA

By: [Signature]  
Title: City Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

[Signature]  
Assistant City Attorney  
Clerk

Approved as to form:

[Signature]  
Assistant City Attorney

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