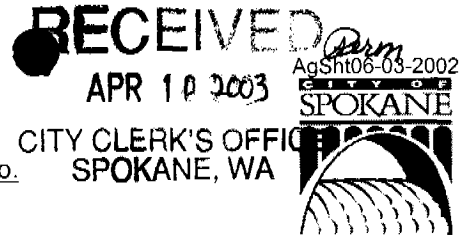


05/21/03

# AGENDA SHEET FOR COUNCIL MEETING OF: APRIL 21, 2003



Submitting Dept.  
Purchasing

Contact Person  
Laurie Hitchcock

Phone No.  
6410

### ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

### LEGISLATIVE SESSION

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

### CITY PRIORITY

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

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2003-352

### STANDING COMMITTEES

(Date of Notification)

- Finance \_\_\_\_\_
- Neighborhoods \_\_\_\_\_
- Planning/Community & Econ Dev \_\_\_\_\_
- Public Safety \_\_\_\_\_
- Public Works \_\_\_\_\_

Neighborhood/Commission/Committee Notified:

Action Taken:

### AGENDA WORDING:

Interlocal Procurement Agreement between the City of Spokane and City of Kennewick, 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:

Approve the Agreement.

|  |   |
|--|---|
| <b>Fiscal Impact:</b> <input type="checkbox"/> N/A | <b>Budget Account:</b> <input type="checkbox"/> N/A |
| <input type="checkbox"/> Expenditure: \$           | #   |
| <input type="checkbox"/> Revenue: \$               | #   |
| <input checked="" type="checkbox"/> Budget Neutral |   |

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

### SIGNATURES:

Laurie Hitchcock  
Purchasing

[Signature]  
Division Director

Molly Russell  
Finance

[Signature]  
Legal

[Signature]  
City Administrator for Mayor

Rob Higgins  
Council President

**DISTRIBUTION:** PURCHASING

1 set of originals to:  
John Noble  
City of Kennewick  
P.O. Box 6108  
Kennewick WA 99336-0108

### COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:

April 21, 2003  
[Signature]  
CITY CLERK

4-1

Return to:

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



4882910  
Page: 1 of 3  
04/24/2003 03:09P  
Spokane Co., WA

City Clerk's No. OPR 2003-352

### INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Blvd., Spokane, Washington 99201, as "City," and the CITY OF KENNEWICK, of the State of Washington, whose address is PO Box 6108, 414 E 10th Avenue, as "City of Kennewick," jointly referred to "Parties." 99336

#### 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, 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. The agreement is for goods and services necessary for the operation of the two parties.



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. The contracting agency accepts no responsibility for the performance of any purchasing contract by the vendor, and accepts no responsibility for the payment of any purchases by the other party.
  - D. 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. Purchases by either party against the bid awards of the other shall be affected by a purchase order directed to the vendor who contracted to furnish goods or services through the bid process.
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.



OFFICE OF CITY CLERK      AGR      \$21.00

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.

Dated on April 22, 2003

CITY OF SPOKANE, WASHINGTON

By: *Jack [Signature]*  
City Administrator

Attest: *Ceri [Signature]*  
City Clerk

Dated on \_\_\_\_\_

CITY OF KENNEWICK, WASHINGTON

By: *John Noble*  
Title: PURCHASING MANAGER

Approved as to form:

*[Signature]*  
Assistant City Attorney