



\*OPR 2010-0602

August 10, 2010

COUNCIL ACTION MEMORANDUM

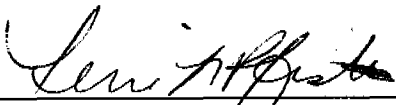
RE: APPROVAL OF AUGUST 9, 2010, CONSENT AGENDA ITEMS

During its 3:30 p.m. Administrative Session held Monday, August 9, 2010, upon consideration of the August 9 Consent Agenda items, the Spokane City took the following action:

**Motion** by Council Member Corker, seconded by Council Member Rush, to approve the August 9, 2010, Consent Agenda items, as follows; **carried unanimously**:

1. Subordination Agreements and Assignment, Assumption, and Consent Agreements with Spokane Housing Authority and:
  - a. The Westfall Village Apartments LP (Spokane, WA) relating to prior City loans originally for \$350,000 in HOME funds (OPR 95-1106), and
  - b. Heritage Heights Apartments LP (Spokane) relating to prior City loans originally for \$200,000 in HOME funds. (Hillyard Neighborhood) (OPR 95-1107)
2. Contract with Kalin Excavating (Colbert, WA) for the Ben Burr Trail East and West Trailheads—\$59,590 (plus sales tax). (OPR 10-601; BID 3678-10)
3. Interlocal Cooperative Purchasing Agreement with Skagit County Fire Protection District #8, as per the Washington State Interlocal Cooperation Act (RCW 39.34). No City expenditure or revenue is involved. (OPR 10-602)
4. Recommendation to list the following properties on the Spokane Register of Historic Places:
  - a. Duquesne Apartments, 31 West Pacific. (OPR 10-603)
  - b. Spokane and Inland Empire Railroad Car Facility, 800 East Spokane Falls Boulevard. (OPR 10-604)


- c. Washington Cracker Company, 304 West Pacific. (OPR 10-605)
5. Rocketman Pyros, LLC, on behalf of Pacific Northwest Kiwanis, has made application for a pyrotechnic display on August 27, 2010, beginning at 9:45 p.m. from the Red Lion Inn at the Park, 4th story balcony roof. (OPR 10-606)
  6. Approval to accept grant funding of \$530,000 from the State of Washington Recreation and Conservation Office effective February 13, 2008. (OPR 10-607)
  7. Contract with Ch2M Hill (Spokane, WA) for completion of an audit of the Northside Landfill Gas and Leachate Collection Systems—estimated cost \$45,135. Both closed portions and currently active cell will be examined. (OPR 10-608)
  8. Renew Contract with Thatcher Company of Montana (Missoula, MT) for an estimated 75,000 gallons of 50% Liquid Sodium Hydroxide (caustic soda) and an estimated 75,000 gallons, 25% Liquid Sodium Hydroxide for use at the Riverside Park Water Reclamation Facility—\$194,575.72. (OPR 10-609; BID 3629-09)
  9. Contract with Strategies 360, Inc. (Seattle, WA) to provide consulting services in the field of State Government Relations from August 10, 2010 through August 9, 2011—\$5,000 per month. (OPR 10-610)
  10. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through August 2, 2010, total \$6,611,122.44 (Warrant Nos. 413764-414201; ACH Payment Nos. 1374-1444), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,039,484.86. (CPR 10-02)



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Terri L. Pfister, MMC  
Spokane City Clerk

08/11/2010

 <b>Agenda Sheet for City Council Meeting of*</b> 08/09/2010 Briefing date: Monday, August 02, 2010 Status: CLERK REVIEW		Contract Item Clerk's File # <b>OPR 2010 0602</b> Renews # Cross Ref #	
<b>Submitting Dept*:</b> ACCOUNTING		Project # Bid #	
<b>Contact Name &amp; Phone*:</b> THEA BREMER 625-6403		Requisition #	
<b>Contact E-Mail*:</b> TBREMER@SPOKANECITY.ORG		Additional Documents Attached? <input checked="" type="checkbox"/> Yes	
<b>Agenda Item Name:</b> Begin with Dept # 0040 - INTERLOCAL AGREEMENT - SKAGIT COUNTY FIRE PROTE			
<b>Agenda Wording*:</b> (9 character max) <input type="checkbox"/> Additional attached? Interlocal Cooperative Purchasing Agreement between the City of Spokane and Skagit County Fire Protection District #8, as per the Washington State Interlocal Cooperation Act (Chpt 39.34 of the RCW) No City expenditure or revenue is involved.			
<b>Summary (Background)*:</b> (218 character max.) <input type="checkbox"/> Additional attached? It is of benefit to both parties to utilize each other's procurement contracts when it is of mutual interest. This Interlocal Cooperative Purchasing Agreement is being put in place to enable future cooperative purchasing efforts. Staff recommends implementation of this agreement.			
<b>Fiscal Impact</b>		<b>Budget Account</b> <input type="checkbox"/> Additional attached?	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications (Date)</b>	
Dept Head	DOLAN, PAM	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	
Finance	DUNIVANT, TIMOTHY	<b>Distribution List</b> (Emails preferred) <input type="checkbox"/> More attached?	
Legal	BURNS, BARBARA	Purchasing: tbremer@spokanecity.org	
For the Mayor			
<b>Additional Approvals</b>			
Purchasing			
Select Dept 1			
Select Dept 2			
Select Dept 3			

Save

Cancel

View Related Documents

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OPR 2010-0602

## INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into between Skagit County Fire Protection District No. 8 and the City of Spokane, municipal corporations of the State of Washington.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by both parties and shall remain in effect until either party to this Agreement gives the other party to the Agreement 30 days written notice of such intent to terminate.
2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party.
3. **Discretion.** The determination of whether or not either party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other party under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.
4. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.
5. **Ownership.** Title to all items purchased by either party to this Agreement shall remain in the name of such party.
6. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.
7. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.
8. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
9. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other

party and shall not bind or otherwise obligate the other party to participate in the activity.

10. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from 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.

CITY OF SPOKANE

Dated: JUNE 21, 2010.

BY: [Signature]

SKAGIT COUNTY FIRE PROTECTION  
DISTRICT NO. 8

CITY OF SPOKANE

By: [Signature]

By: Robert S. Williams

ATTEST

APPROVED AS TO FORM:

[Signature]  
City Clerk (Acting)

[Signature]  
Legal

