

MDX  
10-15-10

PERM

# AGENDA SHEET FOR PARK BOARD MEETING OF: September 9, 2010



Submitting Division  
Finance

Contact Person  
Rebecca Madany

Phone No.  
625-6544

**COMMITTEE**

- Riverfront
- Golf
- Recreation
- Land
- Urban Forestry
- North Bank Ad-Hoc
- Finance

## RECEIVED

OCT 14 2010

CITY CLERK'S OFFICE  
SPOKANE, WA

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

OPR 2010-0832  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGENDA WORDING:**

Acceptance of Interlocal Procurement Agreement between the City of Spokane Parks and Recreation and the National Intergovernmental Purchasing Alliance Company, Brentwood, TN. No City expenditure or revenue is involved.

**BACKGROUND**

It is of benefit to the City of Spokane Parks and Recreation to utilize the available master agreements. Significant monetary savings may be realized on a variety of equipment and products.

**RECOMMENDATION:** Accept Interlocal agreement.

<b>Fiscal Impact:</b>	<b>Budget Account</b>
Expenditure: \$	
Revenue: \$	
Budget neutral:	

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

**SIGNATURES:**

Rebecca Madany  
Requestor

Judy Moss  
Parks Accounting

P. J. Dalt  
Legal Department

J. Salstrom  
Director of Parks and Recreation

**DISTRIBUTION:** Parks, Judy Moss  
Risk Manager, Pam Schroeder  
Purchasing, T Bremer

Parks, Taylor Bressler  
Taxes and Lic, Marilou Lewis  
Contractor

Accounting, J Salstrom

**PARK BOARD ACTION:**

APPROVED BY

SPOKANE PARK BOARD:

September 9, 2010  
Gregory M. K. Vaughn  
PARK BOARD

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

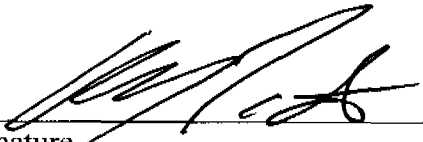
1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party

harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Authorized Signature, Participating Public Agency

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

LERROY EADIE  
\_\_\_\_\_  
Name

FRED H. BROWN  
\_\_\_\_\_  
Name

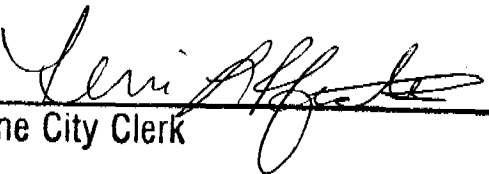
PARK + RECREATION DIRECTOR  
\_\_\_\_\_  
Title

Chief Operating Officer  
\_\_\_\_\_  
Title

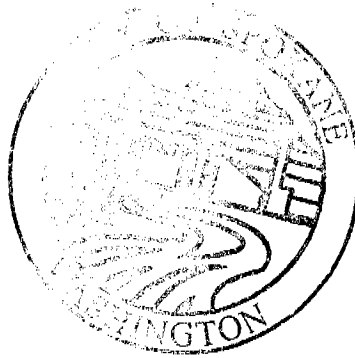
10/14/10  
\_\_\_\_\_  
Date

8/31/10  
\_\_\_\_\_  
Date

Approved as to form:

Attest:   
\_\_\_\_\_  
Spokane City Clerk

  
\_\_\_\_\_  
Assistant City Attorney



## ADDENDUM

THIS ADDENDUM is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT (as "City") and the NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE ("NATIONAL IPA").

WHEREAS, the Parties have entered into a Master Intergovernmental Cooperative Purchasing Agreement, whereby the City as a participating public agency may purchase products on the same terms, conditions and pricing as the principal procurement agency subject to any applicable local purchasing ordinances and the laws of the State of purchase; and

WHEREBY, section 39.34.030 of the Revised Code of Washington allows public agencies to enter into interlocal agreements provided certain conditions are met including required clauses in the agreements; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. This addendum shall be supplemental to and made a part of the Master Intergovernmental Cooperative Purchasing Agreement entered into between the parties and dated August 31, 2010 and September 3, 2010.
2. RCW 39.34 REQUIRED CLAUSES.
  - A. PURPOSE  
The purpose of this agreement is to register the City as a participating public agency with full access to the National IPA contract portfolio.
  - B. DURATION  
See Section No. 8 of the agreement.
  - C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS  
No new or separate legal or administrative entity is created to administer the provisions of this agreement.
  - D. RESPONSIBILITIES OF THE PARTIES  
See Agreement.
  - E. AGREEMENT TO BE FILED  
The City shall file this agreement with its City Clerk and will place the agreement on its WEB site.
  - F. FINANCING.  
Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION.

See Section No. 8 of the agreement.

H. PROPERTY UPON TERMINATION.

The ownership and disposition of all property and equipment utilized in conjunction with this agreement shall remain with the original owner, unless otherwise specifically and mutually agreed to by the parties.

I. ADMINISTRATION.

The City's representative shall be the Director of Parks and Recreation. The National IPA's representative shall be it's Group Director – West Region.

Dated: 10/1/10

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE

~~Wayne A. Casper~~ WARA H. Brown  
~~Group Director – West Region~~  
~~Chief operating officer~~

Dated: 10/14/10

CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT

Director

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

