



*OPR 2010-0934

December 6, 2010

COUNCIL ACTION MEMORANDUM


RE: APPROVAL OF DECEMBER 20, 2010, CONSENT AGENDA ITEMS

During its 3:30 p.m. Administrative Session held Monday, December 20, 2010, upon consideration of the December 20 Consent Agenda items, the Spokane City Council took the following action:

Motion by Council Member Corker, seconded by Council Member McLaughlin, **to approve** the following December 20, 2010, Consent Agenda items; **carried unanimously**:


- Contract Extension with Bank of America for banking services through March 31, 2011—\$222,750. (OPR 05-855)
- Contract Extension No. 3 with Blumenthal Uniform Co. Inc. (Spokane, WA) for police uniforms, effective October 23, 2010 through October 22, 2011—estimated annual expense \$90,000. (OPR 07-819; RFP 3414-07)
- Low Bid of MJM Grand, Inc. (Spokane, WA) for 17th Avenue and 16th Avenue from Chestnut Street to Inland Empire Way—\$267,201.25 plus applicable tax. An administrative reserve of 10% which is \$26,720.13 plus applicable tax, will be set aside. (PRO 06-37; ENG 2009048)
- Increase funds on annual Blanket Order with Central Pre-Mix (Spokane, WA) for asphalt cold mix for use by multiple City of Spokane Departments—estimated annual cost is increased to \$75,000. (OPR 10-312; BID 3681-10)
- ① Interlocal Purchasing Agreement between the City of Spokane and Pend Oreille County, State of Washington, per the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington). No City expenditure or revenue is involved. (OPR 10-934)

- City of Spokane Investment Report for the month of November 2010 in accordance with the City of Spokane Investment Policy. (CPR 10-04)
- Report of the Mayor of pending:
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through December 13, 2010, total \$2,556,124.06 (Warrant Nos. 419956-420225; ACH Payment Nos. 2471-2526), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$2,515,485.68. (CPR 10-02)
 - b. Payroll claims of previously approved obligations through December 11, 2010: \$5,597,245.39 (Warrant Nos. 474722-475047). (CPR 10-03)



Terri L. Pfister, MMC
Spokane City Clerk

12/29/10
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 Agenda Sheet for City Council Meeting of* <input type="text" value="12/20/2010"/>	<input checked="" type="checkbox"/> Date Rec'd <small>(Clerk use only)</small>	<input type="text" value="12/01/2010"/>	
	<input checked="" type="checkbox"/> Clerk's File #	<input type="text" value="OPR 2010-0934"/>	
Status: CLERK REVIEW		<input checked="" type="checkbox"/> Renews #	<input type="text"/>

<input checked="" type="checkbox"/> Submitting Dept*:	<input type="text" value="ACCOUNTING"/>	<input checked="" type="checkbox"/> Cross Ref #	<input type="text"/>	
<input checked="" type="checkbox"/> Contact Name & Phone*:	<input type="text" value="THEA BREMER"/>	<input type="text" value="625-6403"/>	<input checked="" type="checkbox"/> Project #	<input type="text"/>
<input checked="" type="checkbox"/> Contact E-Mail*	<input type="text" value="TBREMER@SPOKANECITY.ORG"/>		<input checked="" type="checkbox"/> Bid #	<input type="text"/>
<input checked="" type="checkbox"/> Add'l Docs Attached? <input checked="" type="checkbox"/>	<input type="text" value="Contract Item"/>	<input checked="" type="checkbox"/> Requisition #	<input type="text"/>	

Agenda Item Name: Begin with Dept #

Agenda Wording*: (character max) Additional attached?
 Interlocal Purchasing Agreement between the City of Spokane and Pend Oreille County, State of Washington, per the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington). No City expenditure or revenue is involved

Summary (Background)*: (character max.) Additional attached?
 It is of benefit to both parties to utilize each other's procurement contracts when it is of mutual interest. This Interlocal Purchasing Agreement is being put in place to enable future cooperative purchasing efforts. Staff recommends implementation of this agreement.

<input checked="" type="checkbox"/> Fiscal Impact	<input type="checkbox"/> Budget Account <input type="checkbox"/> Additional attached?
Select <input type="text"/> \$ <input type="text"/> # <input type="text"/>	
Select <input type="text"/> \$ <input type="text"/> # <input type="text"/>	
Select <input type="text"/> \$ <input type="text"/> # <input type="text"/>	
Select <input type="text"/> \$ <input type="text"/> # <input type="text"/>	

<input checked="" type="checkbox"/> Approvals	<input checked="" type="checkbox"/> Council Notifications (Date)
Dept Head <input type="text" value="DOLAN, PAM"/>	Study Session <input type="text"/>
Division Director <input type="text" value="DOLAN, PAM"/>	Other <input type="text"/>
Finance <input type="text" value="LESESNE, MICHELE"/>	<input checked="" type="checkbox"/> Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal <input type="text" value="BURNS, BARBARA"/>	
For the Mayor <input type="text" value="WEBSTER, DOROTHY"/>	

<input checked="" type="checkbox"/> Additional Approvals	
Purchasing <input type="text"/>	
Select Dept 1 <input type="text"/>	
Select Dept 2 <input type="text"/>	
Select Dept 3 <input type="text"/>	

OPR 2010-0934
Pend Oreille
County Agreement
A-2010-64

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and PEND OREILLE COUNTY, a county of the State of Washington, whose business address is PO Box 5025, Newport, Washington 99156

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, jointly dispose of property where such mutual effort can be planned in advance, jointly acquire goods and services, and to purchase or acquire 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 and/or where either party's bidder is willing to extend prices to other governmental agencies.

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C. Disposal of goods by each party acting as agent for the other, or both parties when agreed to in advance, in writing.

4. DURATION AGREEMENT - TERMINATION. This agreement shall remain in force until terminated by either party in writing. Either party may terminate this agreement for any cause upon thirty (30) days advance notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

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.

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 or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this agreement becoming effective.

9. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services 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.

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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.

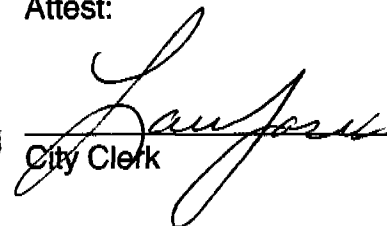
Dated: 12.29.2010

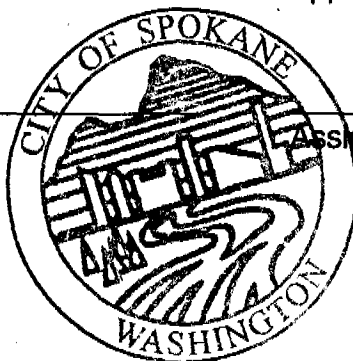
CITY OF SPOKANE


By: 
Title: Thomas E. Danek, Jr.
City Administrator
City of Spokane

Attest:

Approved as to form:

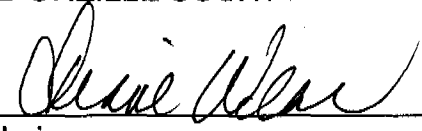
Acting 
City Clerk




Assistant City Attorney

Dated: November 22, 2010

PEND OREILLE COUNTY

By: 
Chair

By: 

Vice-Chair

By: 
Member

Attest:

Approved as to form:


Clerk of the Board

/s/
County Prosecutor