

Return to:

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

INTERLOCAL PROCUREMENT AGREEMENT
OPR 2011-0310

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and SNOHOMISH COUNTY FIRE PROTECTION #1, a Political Subdivision of the State of Washington, whose business address is 12425 Meridian Avenue South, Everett, WA 98208.

WITNESETH:

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.
- 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. FINANCING. The method of financing 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.

10. 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.

11. **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.

12. **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.

13. **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: 4/21/11

CITY OF SPOKANE

By: [Signature]
Title: Thomas E. Danek, Jr.

City Administrator
City of Spokane

Approved as to form:

[Signature]
Assistant City Attorney

SNOHOMISH COUNTY FIRE PROTECTION #1

By: [Signature]
Title: FIRE CHIEF

Approved as to form:

_____ Legal Counsel


Attest:

[Signature]
City Clerk



_____ Title:

04-21-11
288

 Agenda Sheet for City Council Meeting of* <input type="text" value="04/18/2011"/>		<input checked="" type="checkbox"/> Date Rec'd <small>(Clerk use only)</small> <input type="text" value="04/06/2011"/>
<input checked="" type="checkbox"/> Status: CLERK REVIEW		<input checked="" type="checkbox"/> Clerk's File # <input type="text" value="OPR 2011-0310"/>
Submitting Dept*: <input type="text" value="ACCOUNTING"/>	<input checked="" type="checkbox"/> Cross Ref # <input type="text"/>	<input checked="" type="checkbox"/> Renews # <input type="text"/>
Contact Name & Phone*: <input type="text" value="THEA BREMER"/> <input type="text" value="X6403"/>	<input checked="" type="checkbox"/> Project # <input type="text"/>	<input checked="" type="checkbox"/> Bid # <input type="text"/>
<input checked="" type="checkbox"/> Contact E-Mail* <input type="text" value="TBREMER@SPOKANECITY.ORG"/>	<input checked="" type="checkbox"/> Requisition # <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"/> Agenda Item Name: Begin with Dept # <input type="text" value="PURCHASING - INTERLOCAL AGREEMENT WITH SNOHOMISH"/>		
<input checked="" type="checkbox"/> Agenda Wording*: (<input type="text" value="44"/> character max) <input type="checkbox"/> Additional attached? Interlocal Procurement Agreement with Snohomish County Fire Dist #1, State of Washington, per the Washington State Interlocal Cooperation Act (Chapter 39.34 RCW). No City expenditure or revenue is involved.		
<input checked="" type="checkbox"/> Summary (Background)*: (<input type="text" value="234"/> 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 Purchase 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?
Neutral <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="COOLEY, GAVIN"/>	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"/>	<input type="text" value="Purchasing: tbremer@spokanecity.org"/>	
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"/>		

MDC
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.

Fiscal Impact:

Budget Account

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

[Signature]
Legal Department

[Signature]
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
Jaqueline K. Vaughn
PARK BOARD