



City of Spokane

Minor Contract Summary

OPR # OPR 2011-0957
 Cross Ref _____
 Destruct Date 2018
 Clerk's Dist. 12/06/11 *SB*

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name 5600
 Department Project # _____

New Contract
 CR # _____
 Date: 11/30/2011

Contractor/Consultant

Name: **Asotin County**
 Address: **2250 South Slope Ln**
 City, State, Zip: **Clarkston, Washington 99403**

Remittance Address: **Same**
 City, State, Zip: **Same**

RECEIVED
12-02-2011
 CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services

Interlocal procurement agreement with Asotin County, State of Washington, per the Washington State Interlocal Cooperation Act (Chapter 39.34 RCW).

Amount: 0.00

Budget Code: N/A

Maximum Amount

Beginning Date: _____ Expiration Date: _____ Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.
 Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Connie Wahl X6411

Funds are available in the appropriate budget account

Accountant

Michele Lesesne
 Signature

Dec 1, 2011
 Date

Department Head

[Signature]
 Signature

12-1-11
 Date

Other

[Signature]
 Signature

 Date

Other

 Signature

 Date

Distribution List

Contractor E-mail: <u>cntyshop@co.asotin.wa.us</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>cwahl@spokanecity.org</u>	Taxes and Licenses

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between Asotin County, a municipal corporation of the State of Washington, and the City of Spokane, a municipal corporation of the State of Washington.

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, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where 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 disposition 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;
2. ADMINISTRATION No new or separate legal or administrative entity is created to administer the provision 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 agencies to avail themselves of goods and services offered under the contract.
 - C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.

4. DURATION OF 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 and/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 prior to this agreement becoming effective.
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 consequences 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 admission 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 provision or affecting the validity or enforcement of such provision.

ASOTIN COUNTY BOARD OF COMMISSIONERS

CITY OF SPOKANE

Dated: Oct 24, 2011

Dated: [Signature]
(12-02-2011)

[Signature]
Don Brown, Chairman

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

[Signature]
Jim Jeffords, Vice Chair

[Signature]
Assistant City Attorney

[Signature]
Harold Beggs, Member

ATTEST:
[Signature]
Vivian Bly
Clerk of the Board

Attest:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
Benjamin Nichols
Prosecuting Attorney
WSBA #23006

