



Agenda Sheet for City Council Meeting of:

07/10/2017

Date Rec'd	6/20/2017
Clerk's File #	OPR 2017-0465
Renews #	
Cross Ref #	
Project #	
Bid #	INTERLOCAL AGMT
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	THEA PRINCE 625-6403
Contact E-Mail	TBRINCE@SPOKANECITY.ORG
Agenda Item Type	Report Item
Agenda Item Name	5600-PURCHASING INTERLOCAL PROCUREMENT AGMT W/ CENTRAL PIERCE FIRE & RESC

Agenda Wording

Interlocal Procurement Agreement with Central Pierce Fire & Rescue to allow the City of Spokane and Central Pierce Fire & Rescue to piggyback on each other properly competed bids/contracts.

Summary (Background)

The City of Spokane has a Fire Hose Bid that Central Pierce Fire & Rescue would like to piggyback onto.

Fiscal Impact	Budget Account
Neutral \$ 0.00	# none
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	BUSTOS, KIM	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	FINANCE 6/19/17
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	WHALEY, HUNT		tprince
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing	PRINCE, THEA		

APPROVED BY
SPOKANE CITY COUNCIL:

7/10/2017
[Signature]
CITY CLERK

BRIEFING PAPER
**Interlocal Procurement Agreement with Central Pierce Fire
& Rescue**
June 19, 2017

Subject

Interlocal Procurement Agreement with Central Pierce Fire & Rescue.

Background

This Interlocal Procurement Agreement enables Central Pierce Fire & Rescue to piggyback onto the City of Spokane's Bid for Fire Hose.

Action

Approval of the Interlocal Procurement Agreement

Funding

No funding involved

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and Pierce County Fire Protection District No. 6 (also known as Central Pierce Fire & Rescue) a Fire District of the State of Washington, whose business address is P.O. Box 940, Spanaway, WA 98387.

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 and/or 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; and
 - 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 written 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.

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: 7-13-17

CITY OF SPOKANE

By: David A. Cundin

Title: MAYOR

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

Dated: 7-13-17

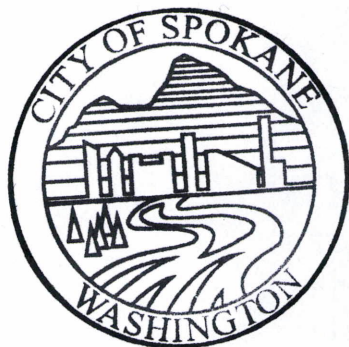
Pierce County Fire Protection District No. 6

By: [Signature]

Title: Interim Fire Chief
9/21/16

Attest:

Approved as to form:



Title: _____

[Signature]
Legal Counsel