

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and Clark County, WA, a Political Subdivision of the State of Washington, whose business address is 1300 Franklin St, Vancouver WA 98660.

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 and provide a process to implement the parties' mutual interest to jointly bid on the acquisition of goods and services and/or jointly dispose of property where such mutual effort can be planned in advance, to 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. **RECORDING AND MAINTENANCE.** A copy of this agreement shall be maintained by the City of Spokane Purchasing office at 808 W. Spokane Falls Blvd. Spokane, WA 99201. 509-625-6403. And the Clark County Purchasing office at 1300 Franklin St, Vancouver WA 98660. 564-397-2323. Clark County will record this agreement with the Clark County Auditor-Recording
4. **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; and
 - C. Disposal of goods by each party acting as agent for the other, or both parties when

agreed to in advance, in writing.

5. **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.

A. Upon termination of this Agreement, the disposal of any goods held by one party for the other party or a third party as agreed to in advance in writing, or to the party for which it was purchased or acquired, and is being held, at the price agreed upon or contemplated when the goods were purchased or acquired.

6. **RIGHT TO CONTRACT INDEPENDENTLY 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.

7. **COMPLIANCE WITH LEGAL REQUIREMENTS.** Each party accepts responsibility for its own obligations to comply 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; neither party is responsible for the legal obligations of the other party.

8. **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 acquired or disposed. Neither party accepts any responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

9. **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.

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 or assign the performance of any contractual obligation, to a third party, unless mutually agreed in writing by both parties to this Agreement.

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, agents, officials, and contractors. 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: 3/19/2021

CITY OF SPOKANE

DocuSigned by:
By: Tonya Wallace
CBC812B631244E9...
Title: Chief Financial Officer

Attest:

Approved as to form:

DocuSigned by:
Jen D. Foster
City Clerk
C825F4DCC84D6...

DocuSigned by:
Timothy Szambelan
Assistant City Attorney
492F5212P44C...

Dated: Feb. 11, 2021

Clark County, Washington

By: Kathleen O'H
Title: Interim County Manager

Attest:

Approved as to form only:
Anthony F. Golik,
Clark County Prosecuting Attorney

Rebecca Messinger
DS
Title: Council Clerk

By: Christine Cook
Sr. Deputy Prosecuting Attorney

