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 PIERCE COUNTY, WASHINGTON

When Recorded, Return To:
 City of Tacoma
 City Clerk's Office
 747 Market Street, Room 220
 Tacoma WA 98402-3769

DUPLICATE ORIGINAL

DOCUMENT TITLE Interlocal Agreement
Grantor City of Tacoma
Grantee Alderwood Water and Wastewater District
Description Interlocal Agreement with the Alderwood Water and Wastewater District for cooperative purchasing.
Reference Number
Assessor's Parcel Number

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the ALDERWOOD WATER AND WASTEWATER DISTRICT, a political subdivision under the laws 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 provided for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for 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 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 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.
4. **DURATION 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 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 REQUIREMENT:** 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.
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 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.

APPROVED: ALDERWOOD WATER AND
WASTEWATER DISTRICT

ROY N. GEORGE
Printed name

Ray N. George 11/5/07
Signature Date

BOARD PRESIDENT
Title

Signature (if needed) Date

Title

APPROVED: CITY OF TACOMA

[Signature] 12/22/07
City Manager Date

APPROVED AS TO FORM:

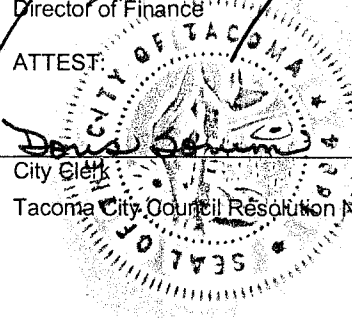
[Signature] 12/14/07
Assistant City Attorney Date

[Signature] 12/17/07
Director of Finance Date

ATTEST:

[Signature] 12-28-07
City Clerk Date

Tacoma City Council Resolution No. 31335





RESOLUTION NO. 37335

1 A RESOLUTION related to the purchase of materials, supplies or equipment,
2 and the furnishing of services; authorizing the appropriate City officials to
3 enter into contracts and, where specified, waiving competitive bidding
4 requirements, authorizing sales of surplus property, or increasing or
5 extending existing agreements.

6 WHEREAS the City has complied with all applicable laws governing the
7 acquisition of those supplies, and/or the procurement of those services,
8 inclusive of public works, set forth in the attached Exhibit "A," which Exhibit is
9 incorporated herein as though fully set forth, and

10 WHEREAS the Board of Contracts and Awards has reviewed the
11 proposals and bids received by the City, and the Board has made its
12 recommendation as set forth in Exhibit "A," and

13 WHEREAS the Board of Contracts and Awards has also made its
14 recommendations as to entering into purchasing agreements with those
15 governmental entities identified in Exhibit "A"; Now, Therefore,

16 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

17 That the Council of the City of Tacoma does hereby concur in the
18 findings and recommendations of the Board of Contracts and Awards set forth
19 in the attached Exhibit "A," and does hereby approve and authorize the:

20 (X) A. Procurement of those supplies, services, and public works
21 recommended for acceptance in the attached Exhibit "A";

22 () B. Rejection of those bids and/or proposals that are recommended
23 for rejection in the attached Exhibit "A";
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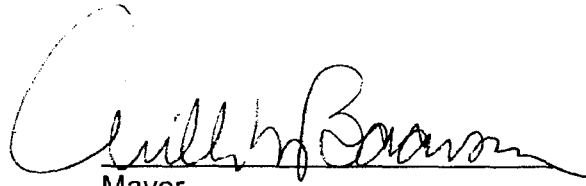


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(X) C. Entry into the proposed purchasing agreement with those governmental entities identified in the attached Exhibit "A," which proposed agreement is on file in the office of the City Clerk;

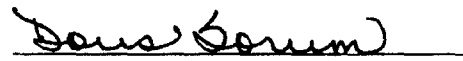
() D. Waiver of competitive bidding procedures in those instances, as set forth in Exhibit "A," in which it is impracticable to obtain supplies or public works improvements by competitive bid, or in those instances in which supplies and/or public works are available from a single source.

Adopted DEC 11 2007




Mayor

Attest:



City Clerk

Approved as to form:



Assistant City Attorney



City of Tacoma
Public Works Department

EXHIBIT "A"	
RESOLUTION NO.:	37335
ITEM NO.:	1
MEETING DATE:	DECEMBER 11, 2007

DATE: November 13, 2007

TO: Board of Contracts and Awards

SUBJECT: Increase Contract for Foam Filled Tires
Budgeted from the Equipment Rental Fund
Specification No. GF07-0923N, SAP Contract No. 4600004379

RECOMMENDATION: Public Works/Administration Division - Fleet Services requests approval to increase the contract for foam filled tires with **Tire Distribution Systems, Inc., Fife, WA**, by **\$55,464**, plus applicable sales tax, to a cumulative total of \$73,952, plus sales tax.

EXPLANATION: The original award was for four (4) foam filled, smooth rubber tires for one Komatsu landfill waste handler that was out of service due to completely worn-out tires. This contract increase will provide eight (8) additional tires to replace nearly worn-out tires on the other two Komatsu's plus four (4) tires to store onsite as spares. The waste handlers push, load, and process solid waste and yard waste for disposal at Solid Waste Management.

COMPETITIVE BIDDING: This contract is based on informal bid GF07-0923N. Tire Distribution Systems has agreed to provide 12 additional tires at the same price, terms and conditions as the original contract.

CONTRACT HISTORY: The contract was awarded in November 2007 in the amount of \$18,488.

FUNDING: Funds for this contract are available in the 2007/2008 Equipment Rental Fund 5400.

PROJECT COORDINATOR: Fred Chun, Fleet Manager, 591-5553.

William L. Pugh
William L. Pugh, P.E.
Asst. City Manager/Public Works Director

cc: Beth Brooks, Public Works
Director's Intern, Public Works
Sheri Hayes, TPU/Utilities Accounting
Amy Palmer, Finance/Budget & Research
Jayne McCartney, TPU/Purchasing
Fleet Operations



City of Tacoma
Finance Department

EXHIBIT "A"

RESOLUTION NO.: 37335

ITEM NO.: 2

MEETING DATE: DECEMBER 11, 2007

DATE: November 20, 2007
TO: Board of Contracts and Awards
SUBJECT: Approval to Enter into an Interlocal Agreement

RECOMMENDATION: The Finance Department/Purchasing Division requests approval to enter into an interlocal cooperative purchasing agreement with Alderwood Water and Wastewater District.

EXPLANATION: Alderwood Water and Wastewater District has requested cooperative use of City of Tacoma contracts in accordance with Chapter 39.34 RCW and Tacoma Municipal Code Section 1.06.246. Interlocal cooperative purchasing agreements enable one public agency to purchase materials and equipment based on another agency's competitive bids/contracts. The agreement is reciprocal, allowing the City of Tacoma to access Alderwood Water and Wastewater District's contracts. Alderwood Water and Wastewater District has already executed the agreement.

COMPETITIVE BIDDING: Competitive bidding is not applicable to entering into the proposed Interlocal agreement. Subsequent purchases by the City of Tacoma departments will be from competitively bid contracts only.

CONTRACT HISTORY: Not applicable.

FUNDING: Not applicable

HUB/LEAP COMPLIANCE: Not applicable

Sincerely,

Helen Small
Purchasing Manager

HS:lh

Cc: Joseph Delaney

Resolution No. 37335

Adopted: JEC 11 2007

Maker of Motion: Talbert

Seconded: Ladenburg

Voice Vote:

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Ms. Anderson	✓			
Mr. Evans	✓			
Mr. Fey	✓			
Ms. Ladenburg	✓			
Mr. Lonergan				✓
Mr. Manthou	✓			
Mr. Stenger	✓			
Mr. Talbert	✓			
Mayor Baarsma	✓			

Roll Call Vote:

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Ms. Anderson				
Mr. Evans				
Mr. Fey				
Ms. Ladenburg				
Mr. Lonergan				
Mr. Manthou				
Mr. Stenger				
Mr. Talbert				
Mayor Baarsma				