INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and King County Fire District No. 2, 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.

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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.
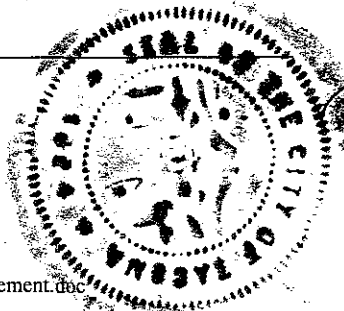
APPROVED:

King County Fire Dist.#2
Agency Name

_____
Signature   Date

Chairman, Board of Commissioners
Title

_Michel Mahus_____ 6-16-99
Signature (if needed)   Date

Chief
Title

APPROVED, CITY OF TACOMA:

_____ 7.16.99
City Manager   Date

APPROVED AS TO FORM:

_____ 7-15-99
Assistant City Attorney   Date

_____ 7-16-99
Director of Finance   Date

ATTEST:

Rich Rosenblatt 7/19/99
City Clerk   Date

Tacoma City Council Resolution No.34449

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RESOLUTION 99-07

KING COUNTY FIRE PROTECTION DISTRICT NO. 2

APPROVAL OF INTERLOCAL JOINT PURCHASING AGREEMENT
WITH CITY OF TACOMA

WHEREAS, King County Fire Protection District No. 2 agrees to 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, City of Tacoma, a political subdivision of the State of Washington and King County Fire District No. 2, a political subdivision under the laws of the State of Washington, desire to utilize each others procurement agreements when it is in their mutual interest;
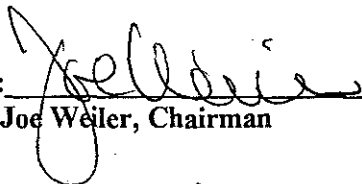
WHEREAS, City of Tacoma extends the use of its contract to King County Fire District No. 2 to the extend provided by law and King County Fire District No. 2 accepts the terms and conditions of the City of Tacoma's contract with the vendor;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of King County Fire Protection District No. 2 hereby approve and adopt the attached *Interlocal Joint Purchasing Agreement with the City of Tacoma* and hereby authorizes the Chief and/or his designee to purchase pagers and/or service at the same price, terms and conditions as the City of Tacoma contract. King County Fire District No. 2 shall formulate a separate contract with the vendor, incorporating the terms and conditions of the vendor's contract with City of Tacoma.

ADOPTED at the regular meeting of the Board of Commissioners of King County Fire Protection District No. 2 on the **15 day of June, 1999**, the following Commissioners being present and voting:
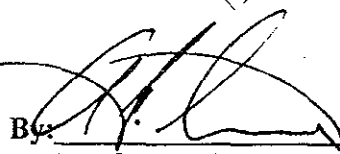
APPROVED:

Date: June 15, 1999

By: _____
Joe Weiler, Chairman

By: _____
Max Roushman, Commissioner

ATTEST: _____
Diane Brooks, Secretary

By: _____
Alex Sasonoff, Commissioner

9908030473

RESOLUTION 99-07

KING COUNTY FIRE PROTECTION DISTRICT NO. 2

APPROVAL OF INTERLOCAL JOINT PURCHASING AGREEMENT
WITH CITY OF TACOMA

WHEREAS, King County Fire Protection District No. 2 agrees to 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

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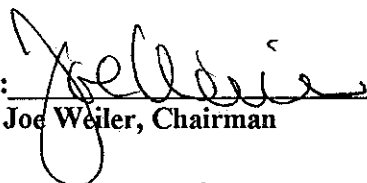
WHEREAS, City of Tacoma extends the use of its contract to King County Fire District No. 2 to the extend provided by law and King County Fire District No. 2 accepts the terms and conditions of the City of Tacoma's contract with the vendor;

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ADOPTED at the regular meeting of the Board of Commissioners of King County Fire Protection District No. 2 on the **15 day of June, 1999,** the following Commissioners being present and voting:

APPROVED:

Date: *June 15, 1999*

By: _____
Joe Weiler, Chairman

By: _____
Max Roushman, Commissioner

ATTEST: _____
Diane Brooks, Secretary

By: _____
Alex Sasonoff, Commissioner