

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the King County Fire District No. 47, 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:

King Co Fire Dist 47
Agency Name

APPROVED, CITY OF TACOMA:

[Signature] 6.29.00
City Manager Date

[Signature] 6.29.00
Signature Date

APPROVED AS TO FORM:

[Signature] 6/26/00
Assistant City Attorney Date

Commissioner
Title

[Signature] 6/29/00
Signature (if needed) Date

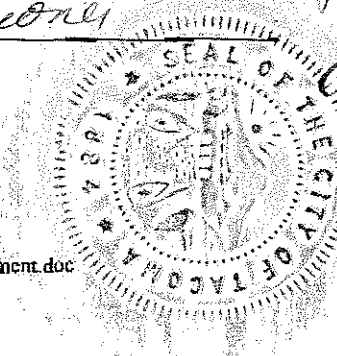
[Signature] 6/16/00
Director of Finance Date

Commissioner
Title

ATTEST:

[Signature] 7/6/2000
City Clerk Date

Tacoma City Council Resolution No. 34685



ORIGINAL



RESOLUTION NO. 34685

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

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

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

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

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

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

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


(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;

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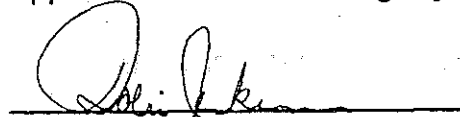
1 () D. Waiver of competitive bidding procedures in those instances, as
 2 set forth in Exhibit "A," in which it is impracticable to obtain supplies or public
 3 works improvements by competitive bid, or in those instances in which supplies
 4 and/or public works are available from a single source.

5 Adopted FEB 29 2000

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 7 Mayor

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 9 Attest: City Clerk

10 Approved as to form and legality:

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 12 City Attorney

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EXHIBIT "A": _____

RESOLUTION NO.: 34685

DATE: February 29, 2000

PAGE: 1 of 3

ITEM #1

INCREASE: FIRE DEPARTMENT NOMEX TURNOUTS - SPECIFICATION NO. G-004-99

DEPT. & BOARD RECOMMENDATION: SANTIAM EMERGENCY EQUIPMENT, \$50,000.00 Plus Sales Tax
Mehama, OR

EXPLANATION: This increase will allow for the continued purchase and replacement of nomex turnout gear for the Fire Department. This contract will be increased to a cumulative total of \$117,209.28.

SOURCE OF FUNDS: General Fund No. 0010

ITEM #2

PURCHASE: HEAVY DUTY TRASH COMPACTOR - SPECIFICATION NO. G-061-99

T OF BIDDERS:

J.V. Mfg., Valley Springs, CA	\$26,199.00 Plus Sales Tax*
GK Industrial Refuse Systems, Auburn, WA	\$29,473.00 Plus Sales Tax
Blankenship Equipment Repair, Inc., Renton, WA	\$30,676.00 Plus Sales Tax

*Bid determined non-responsive.

ESTIMATE: \$33,000.00 Plus Sales Tax

DEPT. & BOARD RECOMMENDATION: GK INDUSTRIAL REFUSE SYSTEMS, \$29,473.00 Plus Sales Tax
Auburn, WA

EXPLANATION: The award of the contract will allow for the purchase and installation of a heavy-duty stationary trash compactor to be used by the Tacoma Dome. The new trash compactor will replace the existing 15-year old trash compactor that is no longer operationally feasible to maintain due to frequent repairs. The apparent low bidder submitted a bid with conflicting terms that was not responsive.

SOURCE OF FUNDS: Cumulative Reserve - Tacoma Dome Fund No. 4181

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EXHIBIT "A": _____

RESOLUTION NO.: 34685DATE: February 29, 2000PAGE: 2 of 3**ITEM #3****PURCHASE:** TACTICAL CLOTHING - SPECIFICATION NO. G-065-99

LIST OF BIDDERS:	Blumenthal Uniform Co., Seattle, WA	\$47,420.19 Incl. Sales Tax
	Brodsky's Uniforms and Equipment, Tacoma, WA	\$49,907.36 Incl. Sales Tax
	Kroesen's, Inc., Seattle, WA	\$53,521.34 Incl. Sales Tax

ESTIMATE: \$58,644.00 Incl. Sales Tax**DEPT. & BOARD****RECOMMENDATION:** BLUMENTHAL UNIFORM CO., Seattle, WA \$47,420.19 Incl. Sales Tax**EXPLANATION:** The award of this contract will allow for the purchase of uniforms for commissioned police officers. This purchase is necessary to maintain an adequate supply of uniforms.**SOURCE OF FUNDS:** General Fund No. 0010**ITEM #4****PURCHASE:** CONDUIT STREET CROSSINGS FOR STREETLIGHTING, SOUTH PINE STREET, NORTH 38TH STREET - SPECIFICATION NO. G-253-99

LIST OF BIDDERS:	JPL Construction, Auburn, WA	\$ 49,900.00 Incl. Sales Tax
	Schreiner Corp., Enumclaw, WA	\$ 54,345.50 Incl. Sales Tax
	Marles Corp., dba Amaya Electric, Lakewood, WA	\$ 60,399.00 Incl. Sales Tax
	Moza Construction, Inc., Tacoma, WA	\$ 75,480.00 Incl. Sales Tax
	Potelco, Inc., Sumner, WA	\$ 74,800.00 Incl. Sales Tax
	Totem Electric of Tacoma, Inc., Tacoma, WA	\$120,540.00 Incl. Sales Tax
	Transtech Electric, Inc., Kent, WA	\$125,725.00 Incl. Sales Tax

ESTIMATE: \$44,198.00 Incl. Sales Tax**DEPT. & BOARD****RECOMMENDATION:** JPL CONSTRUCTION, Auburn, WA \$ 49,900.00 Incl. Sales Tax

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EXHIBIT "A": _____

RESOLUTION NO.: **34685**

DATE: February 29, 2000

PAGE: 3 of 3

EXPLANATION: The award of this contract will allow for the purchase of conduit street crossings that will be used for installation of new underground circuits for residential streetlights. Installations will take place on Pine Street from South 52nd Street to South 54th Street, and on North 38th and North 39th Streets from Proctor to Madison Streets.

SOURCE OF FUNDS: Vehicle License Fee Fund No. 1080

ITEM #5

INTERLOCAL: APPROVAL OF INTERLOCAL AGREEMENTS WITH THE KING COUNTY FIRE DISTRICT NO. 47 AND THE PORT OF SEATTLE

DEPT. & BOARD RECOMMENDATION: KING COUNTY FIRE DISTRICT NO. 47 AND PORT OF SEATTLE

EXPLANATION: The King County Fire District No. 47 and the Port of Seattle have requested that the City of Tacoma enter into interlocal cooperative purchasing agreements to allow the purchase of items using various City of Tacoma contracts. Interlocal cooperative purchasing agreements enable one public agency to purchase materials and equipment based on another agency's competitive bid and contract.



City of Tacoma
Finance Department

C & A	Date <u>2/23/00</u>
Council	Date <u>2/29/00</u>
Council Res. #	_____
PO #'s	_____

February 17, 2000

Board of Contracts and Awards
Purchasing Department
3628 South 35th Street
Tacoma, WA 98409

SUBJECT: Approval to Enter into an Interlocal Agreement(s)

RECOMMENDATION: The Finance Department/Purchasing Division requests approval to enter into an interlocal agreement at the request of the **King County Fire District No. 47**. This agency has requested co-operative use of a current City of Tacoma contract. The interlocal agreement is fully executed by the King County Fire District No. 47.

FUND NAME AND NUMBER: No financial impact to any City funds.

Sincerely,

Sally M. Montejano, C.P.M.
Purchasing Division Manager

g:c&a:c&altr