

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the City of Kirkland, 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:

See below
City of Kirkland

APPROVED, CITY OF TACOMA:

James T. Watts 7/6/04
City Manager Date

Benny L. Leath 6/7/04
Signature Date

Purchasing Agent
Title

APPROVED AS TO FORM:

Kyle J. Heur 7/6/04
Assistant City Attorney Date

Approved as to Form:
[Signature] 6/7/04
Signature (if needed) Date

Asst. City Atty.
Title

[Signature] 7/7/04
Director of Finance Date

ATTEST

Doris Johnson 7-12-04
City Clerk Date

Tacoma City Council Resolution No. 36219



City of Tacoma
Finance Department

C & A	Date <u>N/A</u>
Council	Date <u>6/29/04</u>
Council Res. #	<u>36219</u>
PO #'s	_____

DATE: June 9, 2004

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 the City of Kirkland.

EXPLANATION: The City of Kirkland 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 the City of Kirkland's contracts. The City of Kirkland 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:ak

Cc: Steve Marcotte
Joseph Delaney