

INTERLOCAL JOINT PURCHASING AGREEMENT

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

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

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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:

City of Lynnwood

Agency Name

Tina Roberts 2/27/96
Signature Tina Roberts Date

Mayor

Title

ATTEST:

R. W. Noack 2/27/96
Signature (If Needed) Date
R. W. Noack, Finance Director

Title

Approved as to form
[Signature]
City Attorney
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APPROVED:
CITY OF TACOMA

for Jonis M. Pizal 3/4/96
Purchasing Manager Date

APPROVED AS TO FORM:

John Johnson 5/29/96
Assistant City Attorney Date

Ray E. Corpuz, Jr.
Ray E. Corpuz, Jr. City Manager Date

ATTEST:

Rick Rosenblatt 6/11/96
Rick Rosenblatt, City Clerk Date

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RESOLUTION NO. 33527

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WHEREAS it is beneficial to the public and to the citizens of the City of Tacoma to cooperate with other jurisdictions relative to purchasing items from sources established by the City of Tacoma or another jurisdiction following competitive bidding procedures, and

WHEREAS RCW Chapter 39.34 authorizes interlocal cooperative agreements between public agencies of this State, and

WHEREAS Tacoma Municipal Code 1.06.244 authorized the Financial Manager/Purchasing to join other units of government in cooperative purchase plans when the best interests of the City would be served thereby, and

WHEREAS the City of Tacoma has executed interlocal agreements with the below-named jurisdictions for the purpose of interlocal cooperative purchases, and the following jurisdictions obtain competitive prices or bids for their purchases, and

WHEREAS specific items of purchase by the City of Tacoma pursuant to the interlocal agreements would be presented for Council approval for items costing more than \$25,000; Now, Therefore,

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

That the interlocal agreements with the following jurisdictions, as are on file in the office of the City Clerk, are hereby ratified and approved on behalf of the City of Tacoma: the Cities of Bremerton, Everett, Fife, Lynnwood, Mercer Island, Mount Vernon, Puyallup, Richland, SeaTac, Seattle, Shelton, Snohomish,

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and Yakima, Washington; the counties of Grant, King, Kitsap, Pierce, Thurston,
and Yakima, Washington; and the Metropolitan Park District of Tacoma, Pacific
County P.U.D. No. 2, Pierce Transit, Tacoma-Pierce County Health Department,
Tacoma School District No. 10, State of Washington Department of Information
Services, and State of Washington Department of General Administration.

Adopted OCT 15 1996

Rick Rosenthal
Attest: City Clerk

Brian Eberle
Mayor

Approved as to form and legality:

[Signature]
Chief Assistant City Attorney

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