

## INTERLOCAL JOINT PURCHASING AGREEMENT

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

City of Oak Harbor  
 \_\_\_\_\_  
 Agency Name

[Signature]  
 \_\_\_\_\_  
 Signature Date  
 Mayor 8-5-98  
 \_\_\_\_\_  
 Title

Signature (if needed) Date  
 \_\_\_\_\_  
 Title

APPROVED CITY OF TACOMA:

[Signature] 9-11-98  
 \_\_\_\_\_  
 City Manager Date

APPROVED AS TO FORM:

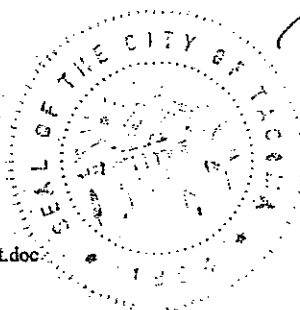
[Signature] 8-10-98  
 \_\_\_\_\_  
 Assistant City Attorney Date

[Signature] 9/10/98  
 \_\_\_\_\_  
 Attest Director of Finance Date

ATTEST:

[Signature] 9/17/98  
 \_\_\_\_\_  
 City Clerk Date

Tacoma City Council Resolution No. 3146





## RESOLUTION NO. 34146

1 WHEREAS the City has complied with all applicable laws governing the  
2 acquisition of those supplies, and/or the procurement of those services,  
3 inclusive of public works, set forth in the attached Exhibit "A," which Exhibit is  
4 incorporated herein as though fully set forth, and  
5

6 WHEREAS the Board of Contracts and Awards has reviewed the  
7 proposals and bids received by the City, and the Board has made its  
8 recommendation as set forth in Exhibit "A," and  
9

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

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

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

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

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

22 (X) C. Entry into the proposed purchasing agreement with those  
23 governmental entities identified in the attached Exhibit "A," which proposed  
24 agreement is on file in the office of the City Clerk;  
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(X) 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 AUG 25 1998

Mayor

*Rick Rosenblatt*  
Attest: City Clerk

Approved as to form and legality:

City Attorney

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**NOTE: The Contract Compliance Supervisor has certified that the firms receiving contracts are in conformance with all affirmative action requirements.**

**ITEM #5**

**INTERLOCAL:** APPROVAL OF INTERLOCAL AGREEMENTS WITH THE CITY OF OAK HARBOR AND MAPLE VALLEY FIRE AND LIFE SAFETY

**DEPT. & BOARD RECOMMENDATION:** INTERLOCAL AGREEMENTS WITH THE CITY OF OAK HARBOR AND MAPLE VALLEY FIRE AND LIFE SAFETY

**EXPLANATION:** The City of Oak Harbor and Maple Valley Fire and Life Safety have requested that the City of Tacoma enter into interlocal purchasing agreements to allow them to purchase items using various City of Tacoma contracts. The interlocal agreements have been executed by the City of Oak Harbor and Maple Valley Fire and Life Safety. Interlocal cooperative purchasing agreements enable each public agency to purchase materials and equipment based on the other agency's competitive bid and contract.

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**NOTE: The Contract Compliance Supervisor has certified that the firms receiving contracts are in conformance with all affirmative action requirements.**

**ITEM #1**

**PURCHASE:** ARTERIAL STREET IMPROVEMENT  
JACKSON AVE., NORTH 10<sup>TH</sup> ST. TO NORTH 17<sup>TH</sup> ST.  
CEMENT CONCRETE SIDEWALK CONSTRUCTION  
NORTH 26<sup>TH</sup> ST., PEARL ST. TO NARROWS DRIVE, AND  
NARROWS DRIVE, HARMON ST. TO NORTH 26<sup>TH</sup> ST.  
SPECIFICATION NO. G-220-98

<b>LIST OF BIDDERS:</b>	<b>Tucci and Sons, Inc., Tacoma, WA</b>	<b>\$ 769,432.68 Sales Tax N/A</b>
	Woodworth & Company, Inc., Tacoma, WA	\$ 808,584.50 Sales Tax N/A
	RW Scott Const. Company, Renton, WA	\$ 837,394.05 Sales Tax N/A
	Mid Mountain Contractors, Bellevue, WA	\$1,077,543.00 Sales Tax N/A

**ESTIMATE:** \$914,047.60 Sales Tax N/A

**DEPT. & BOARD**

**RECOMMENDATION:** TUCCI AND SONS, INC., Tacoma, WA \$ 769,432.68 Sales Tax N/A

**EXPLANATION:** This contract will allow for improvements to Jackson Avenue from North 10<sup>th</sup> to North 17<sup>th</sup> Street. Permanent roadway improvements include storm sewer appurtenances, asphalt concrete pavement, cement concrete curb and gutter, cement concrete driveways, cement concrete sidewalks, segmental retaining walls, landscaping, streetlighting, bike lanes, and traffic signal work. Cement concrete sidewalks will be installed along Narrows Drive from Harmon Street to North 26<sup>th</sup> Street, and North 26<sup>th</sup> Street from Narrows Drive to Pearl Street.

**SOURCE OF FUNDS:** Post 1994 Arterial Street Fund No. 1061  
1997 Bond Issue Construction/Development Fund No. 3209

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**NOTE: The Contract Compliance Supervisor has certified that the firms receiving contracts are in conformance with all affirmative action requirements.**

ITEM #2

**PURCHASE:** EMS EQUIPMENT AND SUPPLIES - SPECIFICATION NO. G-023-98

<b>LIST OF BIDDERS:</b>	Kendall-LTP, Huntington Beach, CA	\$ 2,250.00 Plus Sales Tax*
	Sportmaster, Pittsburgh, PA	\$ 15,687.68 Plus Sales Tax*
	Para Scientific Co., Fairless Hills, PA	\$ 41,698.25 Plus Sales Tax*
	Western Safety, Seattle, WA	\$ 45,217.58 Plus Sales Tax*
	<b>Emergency Medical Products, Milwaukee, WI</b>	<b>\$ 71,322.88 Plus Sales Tax</b>
	Moore Medical Corporation, New Britain, CT	\$ 72,253.50 Plus Sales Tax*
	PMI Supply, Inc., Escondido, CA	\$ 82,262.95 Plus Sales Tax*
	Life Assist, Inc., Rancho Cordova, CA	\$ 88,434.88 Plus Sales Tax*
	Promedix, West Jordan, UT	\$ 90,421.80 Plus Sales Tax
	Matrix Medical, Inc., Ballentine, SC	\$ 91,276.98 Plus Sales Tax
	Bound Tree Corp., Henniker, NH	\$ 91,506.58 Plus Sales Tax
	Dyna-Med, Carlsbad, CA	\$ 96,932.10 Plus Sales Tax*
	Marsh Medical Services, Portland, OR	\$ 108,762.68 Plus Sales Tax*
	Vallen Safety, Burlington, WA	\$ 126,642.98 Plus Sales Tax
	Armstrong Medical, Lincolnshire, IL	\$ 242,149.33 Plus Sales Tax*

\*Did not bid all items.

**ESTIMATE:** \$125,000.00 Plus Sales Tax

**DEPT. & BOARD**

**RECOMMENDATION:** EMERGENCY MEDICAL PRODUCTS,  
Milwaukee, WI \$ 71,322.88 Plus Sales Tax

**EXPLANATION:** This contract will allow for the purchase of emergency medical service supplies and equipment to be used by the Fire Department paramedics and emergency medical technicians during emergency medical incidents.

**SOURCE OF FUNDS:** General Fund No. 0010

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**NOTE: The Contract Compliance Supervisor has certified that the firms receiving contracts are in conformance with all affirmative action requirements.**

**ITEM #3**

**EXTEND & INCREASE  
CONTRACT:**

ONE (1) OR MORE 1500 GPM TRIPLE COMBINATION FIRE PUMPER  
SPECIFICATION NO. G-028-097

**DEPT. & BOARD**

**RECOMMENDATION:** W.S. DARLEY & COMPANY, Melrose Park, IL \$1,131,362.22 Incl. Sales Tax

**EXPLANATION:**

This contract increase allows for the purchase of two (2) additional 1500 GPM Triple Combination Pumpers for use at Fire Station 12 and Fire Station 16, and two (2) truck chassis to be fitted with aerials and body components for use at Fire Station 1 and Fire Station 13 as part of the Fire Department's fifteen year replacement plan.

**SOURCE OF FUNDS:**

Equipment Rental Capital Outlay Fund No. 5410

**ITEM #4**

**PURCHASE:**

LUCENT INTUITY AUDIX VOICE MAIL SYSTEM - SOLE SOURCE

**MOTION:**

The General Services Department requests a waiver of the formal bidding procedures and award of a contract to Lucent Technologies Inc., Seattle, WA as a sole source provider for the upgrade of the voice mail system.

**DEPT. & BOARD**

**RECOMMENDATION:** LUCENT TECHNOLOGIES INC., Seattle, WA \$ 37,255.20 Plus Sales Tax

**EXPLANATION:**

This contract will allow for the upgrade of the current voice mail system to service the City of Tacoma, General Government, and other governmental agencies (Tacoma Public Library, Broadway Center for Performing Arts, Tacoma Metropolitan Park District, Tacoma Dome, Private Industry Council, and Reemployment Center) by bringing the system to Year 2000 compliance. The upgrade is proprietary software which can only be purchased from Lucent Technologies Inc., the provider of our telephone and voice mail system. Installation is projected to begin in September 1998.

**SOURCE OF FUNDS:**

Communications System Fund No. 5701

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