

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and Pierce County Fire District 11, 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:

PIERCE COUNTY FIRE DIST. # 11
Agency Name

[Signature] 4/23/02
Signature Date

FIRE CHIEF
Title

[Signature] 4-23-02
Signature (if needed) Date

Assistant Chief
Title

APPROVED CITY OF TACOMA:

[Signature] 6-13-02
City Manager Date

APPROVED AS TO FORM:

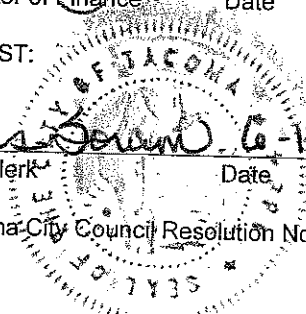
[Signature] 6-6-02
Assistant City Attorney Date

[Signature] 6-10-02
Director of Finance Date

ATTEST:

[Signature] 6-18-02
City Clerk Date

Tacoma City Council Resolution No. 35525





200207100651 3 pg

7-10-2002 02:07pm \$0.00
PIERCE COUNTY, WASHINGTON

When Recorded, Return To:

City of Tacoma City Clerk's Office
General Services Department
747 Market Street, Room 220
Tacoma WA 98402-3769

DOCUMENT TITLE

Interlocal Agreement

Grantor

City of Tacoma

Grantee

Pierce County Fire District #11

Description

Interlocal Cooperative Purchasing agreement

Reference Number

Assessor's Parcel Number



RESOLUTION NO. 35525

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

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

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

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

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

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

19 (X) C. Entry into the proposed purchasing agreement with those
20 governmental entities identified in the attached Exhibit "A," which proposed
21 agreement is on file in the office of the City Clerk;

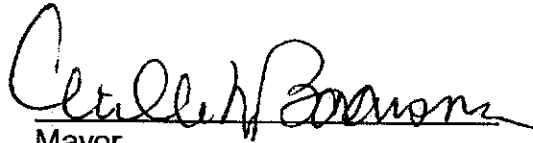
126



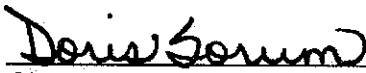
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

() 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.

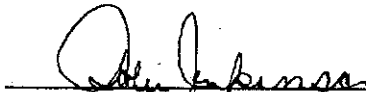
Adopted JUN 4 2002


Mayor

Attest:


City Clerk

Approved as to form and legality:


City Attorney

127

ITEM #4

PURCHASE: CABLING EQUIPMENT - INSTALLATION AND MAINTENANCE
WASHINGTON STATE CONTRACT NO. T98-MST-015

**DEPT. & BOARD
RECOMMENDATION:** NETVERSANT NORTHWEST, INC., Everett, WA \$360,000.00 Incl. Sales Tax

EXPLANATION: This contract provides for the purchase, installation, and maintenance of cabling equipment for the City's telephone and data systems for the period May 20, 2002, through May 11, 2003, with an option for a one-year renewal.

SOURCE OF FUNDS: Communications Systems Fund No. 5701

.....

ITEM #5

INTERLOCAL: APPROVAL OF INTERLOCAL AGREEMENT
WITH PIERCE COUNTY FIRE DISTRICT NO. 11

**DEPT. & BOARD
RECOMMENDATION:** PIERCE COUNTY FIRE DISTRICT NO. 11

EXPLANATION: Pierce County Fire District No. 11 has requested that the City of Tacoma enter into an interlocal cooperative purchasing agreement. Interlocal cooperative purchasing agreements enable one public agency to purchase materials and equipment based on another agency's competitive bid and contract.

.....

ITEM #1

PURCHASE: HAZARDOUS SIDEWALK REPLACEMENT AND CURB RAMP
INSTALLATION – SPECIFICATION G-213-02

LIST OF BIDDERS:

Father & Son Construction, Inc., Tacoma, WA	\$179,190.00 Sales Tax N/A
Rodarte Construction, Inc., Auburn, WA	\$179,667.00 Sales Tax N/A
Fox Island Construction, Inc., Fox Island, WA	\$197,216.00 Sales Tax N/A
Tye Miller, Inc., Auburn, WA	\$198,854.00 Sales Tax N/A
Kodo Construction, Inc., Auburn, WA	\$212,592.00 Sales Tax N/A

ESTIMATE: \$166,629.00 Sales Tax N/A

DEPT. & BOARD RECOMMENDATION: FATHER & SON CONSTRUCTION, INC.,
Tacoma, WA \$179,190.00 Sales Tax N/A

EXPLANATION: This contract will allow for the removal and replacement of sections of sidewalks, including curb ramp installation at various locations throughout the city.

CONTRACT COMPLIANCE: Federal Disadvantaged Business Enterprises (DBE) regulation requirements apply to this project.

SOURCE OF FUNDS: Post Arterial Street Fund No. 1061

ITEM #2

PURCHASE: PAVING, SANITARY SEWERS AND WATER MAINS
SPECIFICATION NO. G-222-02

LIST OF BIDDERS:

S&W Utility Contractors, Inc., Lakewood, WA	\$364,170.71 Incl. Sales Tax
Olson Brothers Excavating, Inc., Puyallup, WA	\$365,530.48 Incl. Sales Tax
Harlow Construction Co., Inc., Lacey, WA	\$371,995.06 Incl. Sales Tax
Looker & Associates, Inc., Puyallup, WA	\$380,706.09 Incl. Sales Tax

ESTIMATE: \$406,774.22 Incl. Sales Tax

DEPT. & BOARD RECOMMENDATION: S&W UTILITY CONTRACTORS, INC.,
Lakewood, WA \$364,170.71 Incl. Sales Tax

126

EXPLANATION: This contract will allow for street improvements and replacement of sanitary sewer and water mains on South Wapato Street, between South 62nd and South 64th Streets. Additional water mains will be replaced on South Prospect Street between South 62nd and South 64th Streets and on South 62nd Street between Wapato and South Prospect Streets.

HUB/LEAP PROGRAM: The recommended contractor is in compliance with the Historically Under-utilized Business (HUB) regulation requirements and the HUB goal established at 14% - S&W's HUB participation is at 22.73%. The Local Employment & Apprenticeship Training Program (LEAP) goal is 345 hours.

SOURCE OF FUNDS: Consolidated LID Fund No. 7070 and Wastewater Fund No 4300

ITEM #3

PURCHASE: REAR LOADER SOLID WASTE/RECYCLE TRUCKS
SPECIFICATION NO. G-012-02

LIST OF BIDDERS:	Husky Truck Center, Seattle, WA	(Heil PT 1000)	\$441,732.00 Plus Sales Tax*
	Husky Truck Center, Seattle, WA	(Heil 5000)	\$448,272.00 Plus Sales Tax*
	Western Peterbilt, Inc., Seattle, WA	(Leach TRI tipper)	\$467,115.00 Plus Sales Tax
	Western Peterbilt, Inc., Seattle, WA	(McNeilus)	\$468,863.82 Plus Sales Tax
	Western Peterbilt, Inc., Seattle, WA	(Leach ARE tipper)	\$470,115.00 Plus Sales Tax
	Western Peterbilt, Inc., Seattle, WA	(Chagnon)	\$471,173.37 Plus Sales Tax
	Western Peterbilt, Inc., Seattle, WA	(Heil PT 1000)	\$473,669.85 Plus Sales Tax
	Western Peterbilt, Inc., Seattle, WA	(Heil 5000)	\$480,000.00 Plus Sales Tax

*Did not meet technical specifications.

ESTIMATE: \$480,000.00 Plus Sales Tax

DEPT. & BOARD RECOMMENDATION: WESTERN PETERBILT, INC., Seattle, WA \$467,115.00 Plus Sales Tax

EXPLANATION: This contract will provide for three rear loader solid waste trucks for use in the City's residential recycling program. Two trucks will replace trucks that are no longer economically feasible to maintain and one truck will be an addition to the fleet.

SOURCE OF FUNDS: Solid Waste Operating Fund No. 4200

129

WFCOA January 29th Board Meeting -- Summary notes, plus some update Legislative info.
Presented to Pierce Co. Comm's Feb 28, 02 meeting.

Health Care program remains viable... Costs are going up, our reserves are able to cover the current program. Employers may want to consider having employees pick-up a portion of their insurance.

The state audited the WFCOA fiscal program, and the WFCOA "passed" with flying colors.

Dale Mitchell, our representative to the NAFO organization reported that the NAFO group will be meeting February 28/March 1, 2002. The main purpose of this meeting is to finalize the incorporation papers and to set further agenda items.

Ron Price, from King 40, was appointed to the IRSRA Comm. Ron has a management background with the insurance industry and is now retired. He has attended WFCOA conferences and health care workshops.

Monroe Shropshire, King 44, was appointed by the WFCOA Board (from a list of several names submitted), to represent WFCOA Region 6. Monroe retired as an Asst. Fire Chief. He has 30 years experience in the fire service.

Mark Thompson, from King 39, (Federal Way) was selected, by the WFCOA Board, to represent the Fire Comm.s on the Labor and Industries Comm. His appointment to this Comm. has been confirmed by L & I. Mark has over 30 years of Fire related experience.... as a Volunteer fire fighter, career fire fighter and officer.

EMS & Trauma Care Steering Comm. Vacancy. The WFCOA needs strong representation on this important Comm. If you are interested, submit a resume and/or letter of interest by April 8, 2002, to the WFCOA office. The WFCOA Board will consider the applicants at the April 20th Board meeting, and forward, to the Governor, the top three candidates for his review and appointment.

LEGISLATIVE UPDATE.... as of 2/27/02

Fire District excess Levy Authority Extended up to 4 years.... HB 2496/HJR 4220... PASSED THE HOUSE/// Bill has been heard in Senate Comm. and now eligible for Comm. action.

Contractual Considerations... RCW 52.16.. HB 2495... To eliminate language relating to townships and clarify that when a fire district consolidates, by contract, with another fire district, or city, the fire district may continue to levy \$1.50.....Bill has been heard in comm... Eligible for Comm. action.

Volunteer Firefighter Membership HB 2493.... Passed the House (F.D. can have more than 25 volunteers per 1000 population)... Passed all comm's.... now in Senate Rules

HB 2494.... Increase number of Commissioners from 5 to 7.... DEAD



City of Tacoma
Finance Department

C & A	Date <u>05-29-02</u>
Council	Date <u>06-04-02</u>
Council Res. #	<u>35525</u>
PO #'s	_____

May 23, 2002

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 **Pierce County Fire District 11**. This agency has requested co-operative use of a current City of Tacoma contract. The interlocal agreement is fully executed by the Pierce County Fire District 11.

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



City of Tacoma
Finance Department

April 17, 2002

Pierce County Fire District 11
Attn: Chief David Kimball
10923 54th Street East
Puyallup, WA 98372-2515

Reference: City of Tacoma Interlocal Joint Purchasing Agreement Procedure

Enclosed please find a copy of an Interlocal Joint Purchasing Agreement that would be executed between your agency and the City of Tacoma. This form has been approved by our Legal Department for inter-governmental disposition of property under State of Washington RCW 39.33 and for the interlocal cooperation act RCW 39.34. The agreement has no expiration date and enables both entities to purchase from any of each others' contracts that were awarded based on a bid.

Our procedure is to ask that you have two originals executed by the appropriate officials of your agency and return both of them to my attention. After the document has been approved by our City Council and signed by the appropriate officials, we will return a completed original to you. This is at least a three to five week process for us. Then our signed document is recorded with Pierce County.

NOTE: Please note, Pierce County will not record this document if there are any marks outside of the margins (parts of signatures, date, stray marks, etc.).

Each public agency shall formulate a separate contract with the successful vendor, incorporating the terms and conditions of the successful vendor's contract with the City of Tacoma. The City of Tacoma shall incur no liability in connection with a purchase by another public agency. Vendor shall invoice public agencies utilizing this interlocal contract as separate entities.

Tacoma will not notify you of any changes during the life of the contract. Contact this office prior to the expiration date to determine if we will be renewing or rebidding.

If you have any questions, please contact me at (253) 502-8163.

Sincerely,

Katherine Perez
Purchasing Division

Enclosure