

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the City of Port Angeles, 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 Port Angeles
Agency Name

APPROVED, CITY OF TACOMA:

[Signature] 9-24-02
City Manager Date

[Signature] 9/4/02
Signature Date

APPROVED AS TO FORM:

City Manager
Title

[Signature] 9.18.02
Assistant City Attorney Date

Becky J. Upton 9-5-02
Signature (if needed) Date

[Signature] 09/10/02
Acting Director of Finance Date

City Clerk
Title

ATTEST
[Signature] 10-4-02
City Clerk Date

Tacoma City Council Resolution No. 35582





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10-8-2002 02:57pm \$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 and Port Angeles
Grantee City of Tacoma and Port Angeles
Description Interlocal Joint Purchasing Agreement
Reference Number
Assessor's Parcel Number

CITY OF



PORT ANGELES

WASHINGTON, U. S. A.

PUBLIC WORKS & UTILITIES DEPARTMENT

September 6, 2002

City of Tacoma
Attn: Katherine Perez
Purchasing Division
3628 S. 35th Street
Tacoma, WA 98409

RE: Interlocal Joint Purchasing Agreement

Dear Ms. Perez:

Enclosed are two originals of the Interlocal Joint Purchasing Agreement which was approved by our City Council at their meeting on September 3, 2002.

After all appropriate signatures have been obtained, please return one fully executed original to my attention for our City's files, and retain the other for your agency.

We appreciate your interest in entering into cooperative agreements with the City of Port Angeles and look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Linda Gunderson".

Linda Gunderson
Administrative Assistant

enc.

cc: G. Cutler, Director
K. Ridout, Deputy Director
Tom McCabe, Superintendent



City of Tacoma
Finance Department

C & A	Date <u>07-31-02</u>
Council	Date <u>08-06-02</u>
Council Res. #	<u>35582</u>
PO #'s	_____

July 15, 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 with the City of Port Angeles. This agency has requested co-operative use of a current City of Tacoma contract. The interlocal agreement is fully executed by the City of Port Angeles.

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

FILE COPY

July 12, 2002

City of Port Angeles
Attn: Pete Burrett
P.O. Box 1150
Port Angeles, WA 98362-0217

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