

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and TOWN OF RUSTON, WASHINGTON, 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:

Town of Ruston
Agency Name

[Signature] 10/27/97
Signature Date

Mayor
Title

Signature (if needed) Date

Title

APPROVED, CITY OF TACOMA:

[Signature] 12/19/97
City Manager Date

APPROVED AS TO FORM:

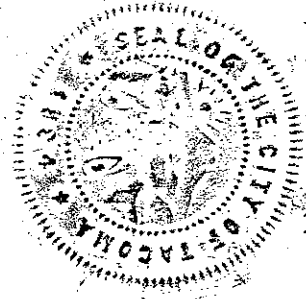
[Signature] 12-27-97
Assistant City Attorney Date

[Signature] 12/19/97
Director of Finance Date

ATTEST:

[Signature]
City Clerk Date

Tacoma City Council Resolution No. 33881



9712300051

97 DEC 30 AM 8:39



When Recorded Return to:

City of Tacoma, City Clerk's Office
747 Market Street, Room 220
Tacoma, WA 98402

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

DOCUMENT TITLE: Interlocal Joint Purchasing Agreement

CERTIFICATE

I, RICK ROSENBLADT, City Clerk of the City of Tacoma, Pierce County, Washington, do hereby certify that the attached is a full, true and correct copy of the Interlocal Joint Purchasing Agreement with Town of Ruston, Washington, with an execution date of December 29, 1997.

WITNESS MY HAND and the Seal of said City this 29th day of December, 1997.

Rick Rosenblatt
RICK ROSENBLADT
City Clerk

GRANTOR(S): City of Tacoma and Town of Ruston

GRANTEE(S): Citizens of City of Tacoma and Town of Ruston.

LEGAL DESCRIPTION: Not applicable.

DOCUMENT REFERENCE NUMBERS (if applicable): Not applicable.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER(S): Not applicable.

9712300051

no fee



RESOLUTION NO. 33881

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

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

WHEREAS RCW 39.34 authorizes public agencies to enter into interlocal agreements providing for such cooperative purchasing, and

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

WHEREAS the Finance Director has recommended that the City enter into interlocal purchasing agreements with the Town of Ruston and Pierce County Fire District No. 17, and

WHEREAS specific purchases by the City of Tacoma, pursuant to the interlocal agreements, shall 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 proper officers of the City of Tacoma are hereby authorized to enter into interlocal purchasing agreements with the Town of Ruston and Pierce County Fire District No. 17, which interlocal agreements shall be substantially in

15



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

the form of the proposed interlocal agreements on file in the office of the City Clerk.

Adopted NOV 04 1997

Mayor

Attest: City Clerk

Approved as to form and legality:

SGT. [Signature]
Assistant City Attorney

76



REQUEST FOR ORDINANCE OR RESOLUTION

CITY CLERK USE

Request #:	0611
Ordinance #:	
Resolution #:	33851

1. DATE: October 14, 1997

2. REQUESTING DEPARTMENT/DIVISION/PROGRAM Finance/Administration	3. CONTACT PERSON (for questions): Steven A. Marcotte	PHONE/EXTENSION 5802
---	--	-------------------------

4. PREPARATION OF A RESOLUTION IS REQUESTED FOR THE CITY COUNCIL MEETING OF TUESDAY, NOV. 4, 1997.

5. SUMMARY TITLE/RECOMMENDATION: (A concise sentence, as it will appear on the Council Agenda)

Authorizing the execution of interlocal purchasing agreements with the Town of Ruston and Pierce County Fire District No. 17 (Roy).

6. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

This resolution will authorize the appropriate City officials to execute interlocal purchasing agreements with the Town of Ruston and Pierce County Fire District No. 17 (Roy). Interlocal cooperative purchasing agreements have historically been used to enable the City to make purchases of materials and equipment based on another government's competitive bid and contract. Such purchases made from another government's competitively-bid contracts allows the City to avoid the considerable expense and time incurred in preparing bid documents, while still complying with the City's procurement requirements.

This resolution will not affect or alter the City's current processes of obtaining Council approval on those purchases that exceed \$25,000 as required by TMC Chapter 1.06. At this time we are not requesting any purchase based on these agreements.

7. FINANCIAL IMPACT: (Future impact on the budget.)

N/A

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Resolution Nos. 33527, 33805 & 33853	City Clerk's Office

9. FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$	Total Amount
N/A				

If an expenditure, is it budgeted? Yes No Where? Org # Acct #

77

	Approved as to Availability of Funds 	
10. Department Director/Utility Division Approval	Director of Finance	City Manager/Director Utilities Approval



City of Tacoma
Finance Department

October 9, 1997

Down
City of Ruston
5117 N. Winnifred
Ruston, WA 98407

Attention: Chief Wheeler, Ruston Police Department

Reference: City of Tacoma Interlocal Joint Purchasing Agreement Procedure
Reference: G-020-97 Annual Pager Service Contract with Arch Paging

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 week process for us. Then our signed document is recorded with Pierce County.

Attached are copies of our bid specification, the bid from the awarded vendor, and the Police Department purchase order to the vendor. This is the information necessary for you to contact the vendor to request if they will mutually agree to sell the same items/services to you at the same price, terms and conditions as the Tacoma contract. If the vendor agrees, you may place an order after you receive the signed original agreement from us.

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) 502-8332.

Sincerely,

Janis Pipal
Senior Buyer

cc: Mike Fitzgerald, Fire (no att.)