

9906010200

6-1-1999 09:53 am

Fee Amt: \$0.00

Office of the City Clerk
Tacoma Municipal Building
747 Market Street - Suite 220
Tacoma, Washington 98402-3768

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the South Prairie Fire Department, 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.

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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:

South Prairie FD #20
Agency Name

Mal L. Nail 3/9/99
Signature Date
Commissioner Position 3
Title

Brenda J. Harte 3/9/99
Signature (if needed) Date
Commissioner Position 1
Title

APPROVED, CITY OF TACOMA:

[Signature] 5/12/99
City Manager Date

APPROVED AS TO FORM:

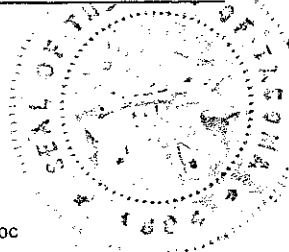
[Signature] 5-7-99
Assistant City Attorney Date

[Signature] 5/7/99
Director of Finance Date

ATTEST:

Rick Rosenthal 5/25/99
City Clerk Date

Tacoma City Council Resolution No. 34387



9906010200



City of Tacoma
Finance Department

April 22, 1999

Board of Contracts and Awards
Purchasing Department
3628 South 35th Street
Tacoma, WA 98409

SUBJECT: Approval to Enter into an Interlocal Agreement

RECOMMENDATION: The Finance Department/Purchasing Division requests approval to enter into an interlocal agreement at the request of the **South Prairie Fire Department**. This agency has requested cooperative use of a current City of Tacoma contract. The interlocal agreement has been fully executed by the South Prairie Fire Department.

FUND NAME AND NUMBER: No financial impact to any City funds.

Sincerely,

Sally M. Montejano, C.P.M.
Sally M. Montejano, C.P.M.
Purchasing Division Manager

SMM/grm

S:wpdoc/c&a/caintlcl

2/9/99



City of Tacoma
Finance Department

February 9, 1999

David Frasier
South Prairie Fire Department
25215 154th St. Ct. E.
Buckley, WA 98321

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 four week process for us. Then our signed document is recorded with Pierce County. (Note: Pierce County will not record the document if there are signatures outside of the margins.)

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) 502-8587.

Sincerely,

Gina Rich-Mabus
Purchasing Division

cc: Mike Fitzgerald, Fire (no att.)