

INTERLOCAL JOINT PURCHASING AGREEMENT

ORIGINAL

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and THURSTON COUNTY, 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.

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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, BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

APPROVED, CITY OF TACOMA

Shane Berglund 12/15/97
Chairman Date

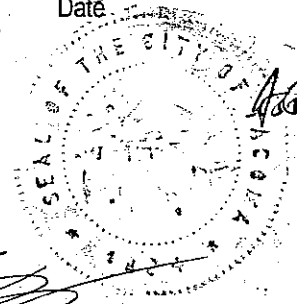
[Signature] 1-12-98
City Manager Date

Richard D. Nichols 12/15/97
Commissioner Date

APPROVED AS TO FORM:

Judy Wilson 12/15/97
Commissioner Date

[Signature] 1-8-98
Assistant City Attorney Date



[Signature] 1/8/98
Director of Finance Date

APPROVED AS TO FORM:

BERNARDEAN BROADOUS
PROSECUTING ATTORNEY

ATTEST:

[Signature]
Deputy Prosecuting Attorney

Rick Rosenthal 1/13/98
City Clerk Date

ORIGINAL

Tacoma City Council Resolution No. 33527

9801150047

98 JAN 15 AM 10: 10



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 for the City of Tacoma and Thurston County.

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 for the City of Tacoma and Thurston County.

WITNESS MY HAND and the Seal of said City this 13th day of January, 1998.

RICK ROSENBLADT
 City Clerk

GRANTOR(S): City of Tacoma and Thurston County

GRANTEE(S): Citizens of City of Tacoma and of Thurston County.

LEGAL DESCRIPTION: Not applicable.

DOCUMENT REFERENCE NUMBERS (if applicable): Not applicable.

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

9801150047



RESOLUTION NO. 33527

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

WHEREAS RCW Chapter 39.34 authorizes interlocal cooperative agreements between public agencies of this State, and

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

WHEREAS the City of Tacoma has executed interlocal agreements with the below-named jurisdictions for the purpose of interlocal cooperative purchases, and the following jurisdictions obtain competitive prices or bids for their purchases, and

WHEREAS specific items of purchase by the City of Tacoma pursuant to the interlocal agreements would 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 interlocal agreements with the following jurisdictions, as are on file in the office of the City Clerk, are hereby ratified and approved on behalf of the City of Tacoma: the Cities of Bremerton, Everett, Fife, Lynnwood, Mercer Island, Mount Vernon, Puyallup, Richland, SeaTac, Seattle, Shelton, Snohomish,

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1 and Yakima, Washington; the counties of Grant, King, Kitsap, Pierce, Thurston,
2 and Yakima, Washington; and the Metropolitan Park District of Tacoma, Pacific
3 County P.U.D. No. 2, Pierce Transit, Tacoma-Pierce County Health Department,
4 Tacoma School District No. 10, State of Washington Department of Information
5 Services, and State of Washington Department of General Administration.

6 Adopted OCT 15 1996

7
8
9 *Rick Rosenthal*
10 Attest: City Clerk

Brian Eberle
Mayor

11 Approved as to form and legality:

12
13 *[Signature]*
14 Chief Assistant City Attorney



REQUEST FOR ORDINANCE OR RESOLUTION

CITY CLERK USE

Request #:	6051
Ordinance #:	
Resolution #:	33527

1. Date: July 29, 1996

2. Requesting Department/Division/Program	Sponsored By	Phone/Extension
2. Finance/Purchasing		
3. Contact Person (for questions):		Phone/Extension
3. Sally M. Montejano, C.P.M., Purchasing Manager <i>DM</i>		591-5814

4. Preparation of a resolution is requested for the City Council meeting of Tuesday, *October 15*, 1996

5. Summary Title/Recommendation: (A concise sentence, as it will appear on the Council Agenda)

Authorizing the execution of interlocal cooperative purchasing agreements with the cities of Bremerton, Everett, Fife, Mercer Island, Mount Vernon, Puyallup, Richland, SeaTac, Seattle, Shelton, Snohomish, and Yakima, Washington; with the counties of Grant, King, Kitsap, Pierce, Thurston, and Yakima, Washington; and with Metropolitan Parks District of Tacoma, Pacific County P.U.D. #2, Pierce Transit, Tacoma/Pierce County Health Department, Tacoma School District No. 10, State of Washington Department of Information Services, and State of Washington Department of General Administration, per R.C.W. 39.34. *Lynnwood*

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?)

Per Legal, this will allow the Council to authorize all existing interlocal cooperative purchasing agreements. At this time, we are not requesting any purchases 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
Interlocal cooperative purchasing agreements with the State of Washington and with various cities, counties and political subdivisions of the State of Washington, as listed above.	City Clerk's Office
Memorandum to Ray E. Corpuz, Jr., from Steven A. Marcotte Dated 08/22/96	City Clerk's Office

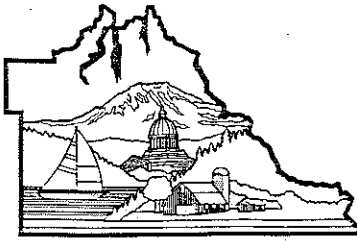
9. Funding Source: (Enter amount of funding from each source)

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

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

<i>[Signature]</i> Department Director/Utility Division Approval	Approved as to Availability of Funds <i>[Signature]</i> Director of Finance	<i>[Signature]</i> City Manager/Director Utilities Approval
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THURSTON COUNTY
WASHINGTON
SINCE 1852

RECEIVED
JAN 19 1995
LEGAL DIV.

COUNTY COMMISSIONERS
Judy Wilson
District One
Diane Oberquell
District Two
Dick Nichols
District Three

ROADS & TRANSPORTATION SERVICES

Jacob C. Armstrong, P.E.
Director

January 18, 1995

City of Tacoma
Department of Public Utilities
Attn: Ms. Kristin Jensen
P. O. Box 11007
Tacoma, Washington 98411-2597

RE: INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Dear Ms. Jensen:

Attached is INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT between City of Tacoma, Department of Public Utilities and Thurston County, Department of Roads and Transportation Services, Equipment Management Section, 9605 Tilley Road SW, Olympia, Washington 98512-9140, 360/786-5495 for purchase of a Vermeer brush chipper.

Please sign both copies and return one (1) original for our file. Please indicate to my attention. Also please send me a copy of the bid specifications and bid documents. Should you have any question contact me at the above listed address/phone number.

Sincerely,


John R. Easley
Fleet Operations Manager



CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

DOCUMENT:
THURSTON C.
Roads & Trans.

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

TERMS OF AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, City of Tacoma, Department of Public Utilities Purchasing Office, hereinafter called "CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES" and the following named public agency or political subdivision of the State of Washington: Thurston County, hereinafter called the "PUBLIC AGENCY", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. City of Tacoma, Department of Public Utilities, in contracting for the purchase of goods and services for itself agrees to seek the same or similar terms for the Public Agency, where appropriate in City of Tacoma's sole discretion, to the extent permitted by law.
2. The method of financing or payment of purchases pursuant to this agreement shall be budgeted funds or other available funds of the Public Agency. Any services or goods procured by the Public Agency under these contracts shall remain the exclusive property of or under control of said Public Agency.
3. Whenever City of Tacoma, Department of Public Utilities has included in contracts with any vendor the authority for the purchase of goods and/or services by a Public Agency, the Public Agency may purchase on the same terms and conditions as City of Tacoma, Department of Public Utilities. Such purchase may be effected by a direct contract between the Public Agency and the vendor. City of Tacoma, Department of Public Utilities accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor; and City of Tacoma, Department of Public Utilities accepts no responsibility for the payment of the purchase price by the Public Agency.
4. This agreement shall remain in force until canceled by either party in writing.
5. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. City of Tacoma, Department of Public Utilities and the Public Agency each reserve the right to exclude the other from any particular purchasing contract, with or without notice.
6. Each party shall be liable and responsible for any 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. The Public Agency agrees to defend, indemnify and hold harmless the City of Tacoma, Department of Public Utilities, its' officers, agents or employees from any claims, costs and/or demands arising out of or related to this agreement.

THURSTON COUNTY
OLYMPIA, WA
12/22/95 10:31 AM
REQUEST OF: CITY OF
Jan B. Reed, AUDITOR
D: DEBBIE, DEPUTY
38.00 402

7. City of Tacoma, Department of Public Utilities will contract for purchase of goods and services according to the laws and regulations governing purchases by and on behalf of City of Tacoma, Department of Public Utilities. The Public Agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the Public Agency in question.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
PURCHASING OFFICE
P.O. BOX 11007
TACOMA, WASHINGTON 98411-2597
206/502-8253

Approved as to form & legality:
Mark Blank
Chief Asst. City Attorney

[Signature]
PURCHASING AGENT
1/23/95
DATE

Public Agency: THURSTON COUNTY, ROADS AND TRANSPORTATION SERVICES

Address: 9605 Tilley Road SW

City/State/Zip: OLYMPIA, WASHINGTON 98512-9140

Telephone: 360/786-5495

Name of Individual: JOHN R. EASLEY

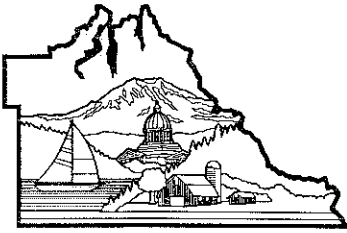
Title: FLEET OPERATIONS MANAGER

Signature: [Signature]

Date: 1/18/1995

Vol: 2371 Page: 59
File No: 95828288 16

SEARCHED
SERIALIZED
INDEXED
FILED



THURSTON COUNTY
WASHINGTON
SINCE 1852

COUNTY COMMISSIONERS

George L. Barner, Jr.

District One

Diane Oberquell

District Two

Les Eldridge

District Three

DEPARTMENT OF PUBLIC WORKS

Daniel F. Durig, Director

March 5, 1990

Craig Kerr
Director of Purchasing
City of Tacoma
747 Market Street
Tacoma, Washington 98402

Dear Mr. Kerr:

Enclosed is an Interlocal Purchasing Agreement between Thurston County and the City of Tacoma for purchase of one (1) Bearcat Crack Sealing Machine. Please sign it and return the original to me at 9700 Tilley Road South West, Olympia, Washington 98502.

Allow us to thank you ahead of time for the courtesy extended to Thurston County as it has saved the County much time, money and effort allowing us to satellite on your contract. Should you have a need to satellite on any of our contracts please give me a call at 206/786-5495.

Sincerely,


John R. Easley
Fleet Operations Manager

INTERGOVERNMENTAL COOPERATIVE PURCHASE AGREEMENT

Pursuant to Ch. 39.34 R.C.W. and other applicable laws, The CITY of TACOMA and THURSTON COUNTY, a municipal corporation or other public agency, agrees as follows:

- 1. The City of Tacoma agrees to extend to Thurston County, the City of Tacoma's rights to purchase the following:
SPECIFICATION G-010-90
One (1) new BearCat Model BK-250D. All-Diesel Crack Sealing Machine as awarded by the City of Tacoma.

(and as stated in the - Provisions, Specifications, Bid Proposal of the Call for Bids by the City of Tacoma) from **SPECIAL ASPHALT PRODUCTS, INC.**

2. Thurston County shall submit its purchase order for the equipment directly to Special Asphalt Products, Inc., which shall deliver directly to Thurston County.

3. Said purchase by Thurston County is not a purchase from the City of Tacoma. This contract shall create no obligation to Thurston County to purchase any particular quantity or type of equipment, nor create to Thurston County any assurance, warranty or other obligation with respect to supplying, delivering, or condition of any equipment or otherwise.

4. Thurston County shall pay for equipment ordered by it in the manner requested by Special Asphalt Products, Inc., and will indemnify and hold the City of Tacoma harmless from any liability on the purchase price of any equipment purchased by it.

5. This agreement shall continue in force until December 31, 1990 or until cancelled by ether party, which cancellation shall be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

6. No separate legal or administrative entity is intended to be created pursuant to this agreement. No obligation, except as stated herein, shall be created between the parties or Special Asphalt Products, Inc.

7. The City of Tacoma's Director of Purchasing shall be the City of Tacoma's representative for carrying out the terms of this agreement. The Thurston County Engineer/Public Works Director shall be Thurston County's representative for carrying out the terms of this agreement.

Auditor's Note:
This document is a photo
copy, not certified, not
original signatures.

91 SEP 16 PM 3:19
RECORDED
BRIAN SONNITAG
AUDITOR PIERCE CO. WASH.

Intergovernmental Cooperative Purchasing Agreement
RE: Thurston County - BearCat Model BK-250D Crack Sealing Machine

8. No real or personal property will be jointly acquired nor jointly used in this cooperative undertaking.

9. The City of Tacoma makes no warranties or other assurances to Thurston County that the bidding procedures followed by the City of Tacoma, which led to the bid award set forth in paragraph #1 above, comply with State of Washington and Thurston County's bidding procedures and requirements.

BOARD OF COUNTY COMMISSIONERS
THURSTON COUNTY, WASHINGTON

CITY OF TACOMA:

Les Eldridge
Chairman

Craig J. Kerr
CRAIG KERR,
Director of Purchasing

George A. Barner Jr.
Commissioner

ATTEST: *Lorraine V. Brown*
City of Tacoma

Maria Cheryll
Commissioner

DATE: *March 7, 1990*

ATTEST:
James C. Stepple
Clerk of the Board 3.5.90

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kyle J. Lewis assistant city attorney for
WILLIAM J. BARKER
City Attorney

PATRICK D. SUTHERLAND
Prosecuting Attorney

By: *Catherine R. Malin*
Deputy Prosecuting Attorney