

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the City of Walla Walla, 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:

City of Walla Walla

Agency Name

APPROVED, CITY OF TACOMA:

James R. [Signature] 6/12/03
City Manager Date

Shane Cole 4/23/2003
Signature Date

City Manager

Title

APPROVED AS TO FORM:

Kel [Signature] 5-28-03
Assistant City Attorney Date

Rammy [Signature] 4/23/03
Signature (if needed) Date

City Clerk

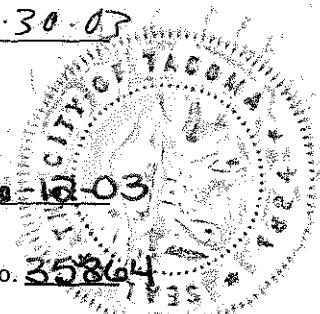
Title

[Signature] 5-30-03
Director of Finance Date

ATTEST:

Doug Soum 6-12-03
City Clerk Date

Tacoma City Council Resolution No. 35864



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RESOLUTION NO. 2003-43

A RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK OF THE CITY OF WALLA WALLA TO ENTER INTO AN INTERGOVERNMENTAL PURCHASING AGREEMENT WITH THE CITY OF TACOMA, TO EXECUTE AMENDMENTS THERETO, AND TO PURCHASE WASTE DISPOSAL EQUIPMENT FROM WESTERN PETERBILT, INC.

WHEREAS, chapter 39.34 of the Revised Code of Washington authorizes political subdivisions to enter into intergovernmental agreements; and

WHEREAS, the City of Walla Walla has been presented with a joint purchasing agreement by the City of Tacoma; and

WHEREAS, the City of Walla Walla has waived competitive bidding requirements for the replacement of equipment lost in its April 2003 Service Center fire; and

WHEREAS, Western Peterbilt, Inc. has extended bid prices, terms and conditions to the City of Walla Walla for rear loader solid waste/recycle trucks previously offered to the City of Tacoma for such equipment; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given careful review and consideration to the matter, and finds that the common benefit of the citizens of Walla Walla and the best interests of the City of Walla Walla and good government of the City of Walla Walla will be served by passage of this resolution;

NOW THEREFORE, the City Council of the City of Walla Walla do resolve as follows:

Section 1: The terms of a certain "Interlocal Joint Purchasing Agreement" between the City of Tacoma and the City of Walla Walla are hereby accepted and the City Manager of the City of Walla Walla is hereby authorized, empowered, and directed to execute said agreement on behalf of the City of Walla Walla.

Section 2: That the City Manager of the City of Walla Walla is hereby authorized and empowered to execute amendments to the intergovernmental agreement authorized by section 1 of this resolution on the following conditions: (a) the content of any amendment executed by the Walla Walla City Manager shall comply with the Washington Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, (b) no amendment executed by the Walla Walla City Manager shall relieve the City of Walla Walla from compliance with enactments of the Walla Walla City Council or any other obligation or responsibility imposed by law except that to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an interlocal

agreement, such performance may be offered in satisfaction of the obligation or responsibility, (c) any amendment executed by the City Manager shall be reported to the Walla Walla City Council at the first meeting of the Walla Walla City Council following execution of the amendment, and (d) any amendment executed by the City Manager must provide that it may be revoked and terminated by the Walla Walla City Council at the meeting that it is first reported to the Walla Walla City Council.

Section 3: The Walla Walla City Clerk is hereby authorized and directed to attest and file, if necessary, a copy of the intergovernmental agreement executed in accordance with section 1 of this resolution, and, unless revoked and terminated by the Walla Walla City Council at the meeting that it is first reported to the Walla Walla City Council, any amendment to the intergovernmental agreement executed and reported in accordance with section 2 of this resolution as required by Section 39.34.040 of the Revised Code of Washington and prior to its entry in force.

Section 4: The City Manager of the City of Walla Walla is hereby authorized, empowered and directed to purchase rear loader solid waste/recycle trucks from Western Peterbilt, Inc. on behalf of the City of Walla Walla in such quantity as may be needed provided that sufficient appropriations have been made by the Walla Walla City Council.

Section 5: The City Manager of the City of Walla Walla is hereby authorized and empowered to execute contracts, agreements, and other documents necessary to complete the purchase authorized by section 4 of this resolution.

Section 6: The Walla Walla City Clerk is hereby authorized and directed to attest contracts, agreements, and other documents authorized by Section 4 herein.

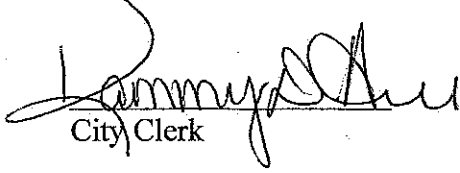
Section 7: If any portion of this resolution shall be determined to be invalid or ineffective by a court of competent jurisdiction, it shall be severable from the remainder, the validity and effectiveness of which shall be unaffected.

Section 8: This resolution shall become effective in the manner provided by law.


PASSED by the City Council of the City of Walla Walla, Washington, this 23rd
day of April, 2003.

Mayor

Attest:


City Clerk

Approved as to form


City Attorney