

Cooperative Purchasing Agreement

In accordance with Chapter 39.34 RCW, King County and the City of Spokane Purchasing Department agree to a cooperative governmental purchasing agreement for various equipment and supplies using King County's competitively awarded contracts.

King County therefore extends the use of its contracts to the City of Spokane Purchasing Department to the extent provided by law and upon the following terms:

- (1) The vendor(s) agree to extend to the City of Spokane Purchasing Department the terms and conditions of King County's contract(s).
- (2) The City of Spokane Purchasing Department accepts responsibility for compliance with any additional or varying laws and regulations governing its purchases. Any purchases by the City of Spokane Purchasing Department shall be effected by a purchase order from the City of Spokane Purchasing Department and directed to the vendor.
- (3) King County accepts no responsibility for the performance of any of the purchasing contracts by the vendor.
- (4) King County accepts no responsibility for payment of the purchase price by the City of Spokane Purchasing Department

This agreement may be revoked at any time in writing by either party.

Accepted for King County

Accepted for the City of Spokane
Purchasing Department

for David B. Leach
Patricia Kucianich, CPPC, CPPB
Procurement Manager

[Signature]
Title: City Manager

Date: 4-7-00

Date: March 30, 2000

Approved as to form:

[Signature]
Assistant City Attorney

Return to:

City Clerk
City of Spokane
808 West Spokane Falls Blvd.
Spokane, Washington 99201

City Clerk's No. _____

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and the KING COUNTY, a political subdivision 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 provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the 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 and to dispose of property 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.
 - C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
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 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.
6. COMPLIANCE WITH LEGAL REQUIREMENTS. 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 or disposal of property.
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.

SIGNED on _____

CITY OF SPOKANE

By: _____
City Manager

Attest: _____
City Clerk

SIGNED on _____

KING COUNTY, WASHINGTON

By: _____
Title: _____

By: _____
Title: _____

Approved as to form:



Assistant City Attorney

2000
City Clerk's No 0? 2000-324 ek

RECEIVED

MINOR CONTRACT AUTHORIZATION

REC'D PROCUREMENT DIV.

Date: March 8, 2000 00 APR 20 AM 10:33

APR 11 2000

**CITY CLERK'S OFFICE
SPOKANE, WA**

Budget Account No. N/A

CONTRACT TOPIC:

Interlocal Purchasing Agreement between the CITY OF SPOKANE and KING COUNTY, a political subdivision of the State of Washington.

CONTRACT BACKGROUND:

The Purchasing Department of the City of Spokane requests the establishment of this Interlocal Agreement to allow the purchase of various equipment or supplies using King County's competitively awarded contracts.

Staff recommends implementation of this agreement.

Laurie Hitchcock [Signature]
Purchasing Legal

Manager/Division Director

Finance

DISTRIBUTION

- Accounting
- Contract Accounting
- Purchasing

Copy to: Mary Lou Allwine, Admin. Asst.
King County
Procurement & Contract Services Division
620 King County Administration Bldg.
500 Fourth Avenue
Seattle WA 98104

OPR 2000 236

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Accepted for King County

Accepted for the City of Spokane Purchasing Department

David R. Leach
Patricia P. Mancini, CPA, CPVB
 for Procurement Manager

[Signature]
 Title: City Manager

Date: 4-7-00

Date: 4/11/00

Approved as to form:

[Signature]
 Assistant City Attorney
 Attest: *[Signature]*
 city clerk
 Acting