

**INTERLOCAL JOINT PURCHASING AGREEMENT**

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the CITY OF FIRCREST, 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 government party purchasing using a contract let by another government party shall be solely responsible for negligent or wrongful acts arising out of or related to its use of the contract, and shall defend and indemnify the party which awarded the original contract from any claim, cost or expense, including reasonable attorney's fees, arising there from, except that the party which awarded the original contract shall defend, indemnify and hold harmless other government parties using the contract from any claim, cost or expense, including attorney's fees, caused by or related to the originally awarding party's erroneous representation to the using party that the original award of the contract complied with the requirements of RCW 39.34.030(5)(b) as now or hereafter amended.
- 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 FIRCREST

RICK ROSENBLADT  
 Printed name

Rick Rosenblatt 11/13/14  
 Signature Date

CITY MANAGER  
 Title

\_\_\_\_\_  
 Signature (if needed) Date

\_\_\_\_\_  
 Title

APPROVED: CITY OF TACOMA

Kathy Katterhagen 11/13/14  
 Kathy Katterhagen Date  
 Procurement and Payables Manager

APPROVED AS TO FORM:

Martha Lantz 11/25/14  
 Martha Lantz Date  
 Deputy City Attorney

Andrew Cherullo 12/2/14  
 Andrew Cherullo Date  
 Director of Finance

SEH



City of Tacoma  
Finance Department

CITY OF FIRCREST

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December 2, 2014

Mr. Rick Roseblatt  
City Manager  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466-6999

RE: INTERLOCAL JOINT PURCHASING AGREEMENT

Enclosed for your records is a finalized copy of the Interlocal Joint Purchasing Agreement between the City of Tacoma and City of Fircrest. We have filed the agreement on our website at <http://www.cityoftacoma.org/cms/one.aspx?objectId=2287>. If you have any questions, please contact me at 253-502-8248.

Sincerely,

Jamie Silva  
Administrative Assistant  
Procurement and Payables Division

Enclosure

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**CITY OF FIRCREST  
RESOLUTION NO. 1355**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF FIRCREST, WASHINGTON, AUTHORIZING THE  
CITY MANAGER TO EXECUTE AN INTERLOCAL  
JOINT PURCHASING AGREEMENT WITH THE CITY OF  
TACOMA FOR THE ACQUISITION OF GOODS AND  
SERVICES**

**WHEREAS**, the City of Fircrest has the authority to enter into an Interlocal Joint Purchasing Agreement pursuant to RCW Chapter 39.34.080; and

**WHEREAS**, the City desires to enter into an Interlocal Joint Purchasing Agreement with the City of Tacoma for the acquisition of various goods and services; Now, Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST THAT:**

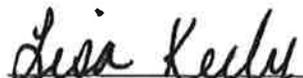
**Section 1.** The City Manager is hereby authorized and directed to execute an Interlocal Joint Purchasing Agreement with the City of Tacoma for the purpose of acquisition of goods and services and the purchase of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.

**APPROVED AND ADOPTED** this 12<sup>th</sup> day of November 2014 at a regular meeting of the City Council of the City of Fircrest.

APPROVED:

  
\_\_\_\_\_  
David M. Viafore, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Keely, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael B. Smith, City Attorney