

RESOLUTION NO. 1667

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH  
THE TACOMA SCHOOL DISTRICT FOR COOPERATIVE  
PURCHASING

WHEREAS, City of Fife and the Tacoma School District are both public agencies, as that term is defined by RCW 39.34.020; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for cooperative purchasing between public agencies; and

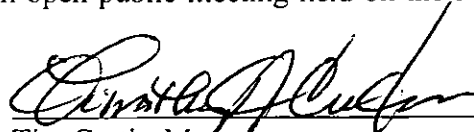
WHEREAS, the City and the District are required to make certain purchases by a formal advertisement and bid process, and incur certain expenses, and it is in the public interest for them to cooperate in purchasing activities to obtain the most favorable pricing for each one and to reduce duplicative activities; and

WHEREAS, the purpose of the attached agreement is to permit the City of Fife to purchase items from the Districts Contract # TSD-14-153 (the "Contract"), including copiers and printers; and

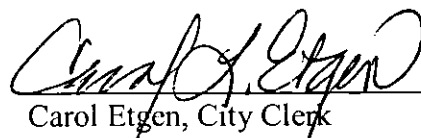
WHEREAS, the attached agreement will permit the City and the District to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute the Interlocal Agreement for cooperative purchasing between City of Fife and the Tacoma School District substantially in the form attached hereto as Exhibit A. The City Manager is authorized to make non-material changes to the agreement prior to signing.

ADOPTED by the City Council at an open public meeting held on the 9th day of June, 2015.

  
\_\_\_\_\_  
Tim Curtis, Mayor

Attest:

  
\_\_\_\_\_  
Carol Etgen, City Clerk

**EXHIBIT A  
TO RESOLUTION NO. 1667**

**INTERLOCAL AGREEMENT**

This INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between Tacoma School District No. 10 (the “District”) and The City of Fife (“The City of Fife”) (collectively referred to herein as the “Parties”). The Parties enter into this Agreement as of the date of execution by both Parties, for the purposes and under the terms contained herein.

**RECITALS**

WHEREAS, each of the Parties is a public agency, as that term is defined by RCW 39.34.020;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by a formal advertisement and bid process, and incur certain expenses, and it is in the public interest for the Parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities;

NOW THEREFORE, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived there from, the Parties agree as follows:

1. Definition and Purpose. The District is the public entity that initiated the procurement process to purchase goods and services, and executed the Contract with a third party vendor. The purpose of this Agreement is to permit the City of Fife to use the Tacoma School District No.10 Contract # TSD-14-153 (the “Contract”) executed by the District.
2. Scope. This Agreement shall allow the purchase or lease of multifunctional devices, software and additional services under said contract by the City of Fife directly from the qualified vendor(s) on the District’s Contract #TSD-14-153 awarded May 9<sup>th</sup>, 2014. The Contract was awarded through August 31, 2019.
3. Duration. This Agreement shall become effective once it is fully executed by both Parties. This Agreement shall remain in force until terminated by either Party according to the terms herein.

4. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.
5. Administration of Agreement. It is not the intent of the Parties, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing bodies of both parties shall jointly administer this Agreement.
6. No Financial or Organizational Liability. The District has determined that the City of Fife will have no financial or organizational liability to the District or its partnership agencies. The District accepts no responsibility for the performance of the vendor in any contract entered into as a result of the cooperative bid; makes no warranty, express or implied, for any materials or services acquired by the City of Fife under this agreement.
7. Manner of Financing. The manner of financing the goods and services purchased under this Agreement shall be through budgeted funds or other available funds of the City of Fife. The District accepts no responsibility for the payment of goods and/or services acquired for the sole and exclusive use of the City of Fife.
8. Budget. The City of Fife shall be responsible for all budget and accounting procedures related to its purchases.
9. Compliance With Bidding Requirements. The District represents and warrants it has complied with its statutory requirements under Washington law regarding notice for bids or proposals for goods or services subject to this Agreement.
10. Adoption of Agreement. The governing body of each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
11. Independent Right to Contract. The Parties reserve the right to contract for the purchase or disposal of any particular class of goods or services, with or without notice being given to the other Party.
12. No Obligation. This Agreement does not obligate the City of Fife to acquire goods and/or services under the Contract.
13. Amendments. This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed, and duly approved by the governing bodies and/or the signing authority of both Parties.
14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.
15. Signature Blocks. The Parties acknowledge that they have read, understand, and accept this Agreement, including any supplements or attachments, and that this Agreement

constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this Agreement.

**Tacoma School District No. 10**  
**P.O. Box 1357**  
**Tacoma , Washington 98401**

**The City of Fife**  
**5411 23<sup>rd</sup> Street East**  
**Fife, WA 98424**

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[AUTHORIZING AGENT]  
Title

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[AUTHORIZING AGENT]  
Title

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Date

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Date