

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: November 13, 2007

SUBJECT: Interlocal Agreement between City of Blaine and Klickitat Co. PUD

SUBMITTING DEPT: City Clerk's Office

PREPARED BY: Sheri Sanchez, City Clerk

AGENDA LOCATION: Comments / Communications ☐, Consent ☐,
Public Meeting (Hearing) ☐, Unfinished Business ☐, Council Action Item ☒,

ATTACHMENTS: Draft Interlocal Agreement with Klickitat Co. PUD

ANALYSIS / SUMMARY: The current City telephone system was purchased approximately 15 years ago, and is based on technology that is over 25 years old. Through a needs analysis, key personnel have researched several telephone systems over the past few years, including an upgrade of the current system through Interconnect, as well as Mitel, ShoreTel, Verizon/Nortel (which can be purchased on the State contract), and Toshiba which is sold through Baron Telecommunications. The City narrowed the vendors down to Nortel and Toshiba, with comparable quotes. After further research, it was determined that the Toshiba product provided by Baron Telecommunication meets the City's needs in network compatibility, technology and service. The attached draft interlocal agreement with Klickitat Co. PUD provides the City with the means to purchase the Toshiba telephone system by piggybacking onto the Klickitat Co. PUD's completed bid process for the same equipment, which is permitted in RCW 39.34.030(5)(b). This agreement is also being presented to the Klickitat County PUD for approval on November 13, 2007.

RECOMMENDATION: ☒ Waive 2nd Reading: Staff recommends that Council authorize the City Manager to execute the Interlocal Agreement between Klickitat County PUD and the City.

FISCAL ANALYSIS: The quote received from Baron Telecommunication for the Toshiba system is \$48,077.00 plus tax. Funding for purchase of a telephone system is included in the 2007 budget.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____

COUNCIL ACTION: Approved ☐, Denied ☐, Tabled / Deferred ☐,
Assigned to: _____

DATE OF NEXT COUNCIL ACTION: _____

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF BLAINE AND KLICKITAT COUNTY PUD**

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter called "Agreement") is entered into by and between the City of Blaine, Washington, herein after referred to as the "City," and Klickitat County PUD, Washington, herein after referred to as the "County," on this ____ day of _____, 2007, for the purpose of cooperative governmental purchasing, to the mutual advantage of each jurisdiction. The City and County are hereinafter collectively referred to as "Party" or "Parties."

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, the Parties desire to utilize each other's procurement agreements when it is in their mutual interest; and

WHEREAS, each Party fully complies with all applicable bidding and other procedures with regard to acquisitions and public works projects; and

WHEREAS, it is in the best interest of each Party hereto to enter into the Interlocal Agreement,

NOW, THEREFORE, THE CITY OF BLAINE AND KLICKITAT COUNTY PUD
AGREE AS FOLLOWS:

1. Purpose: The purpose of this Agreement is to acknowledge the Parties' mutual interest for the purchase or acquisition of goods and services from bid awards made by the other, and where a price is extended by either Party's bidder to other governmental agencies.
2. Relationship of the Parties: The Parties agree that they are each independent entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement.
3. Administration: No separate legal or administrative entity is created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the Parties, or between the Parties and any applicable bidder or contractor.
4. Scope: Provided applicable bid procedures have been followed (or are unnecessary), each Party may purchase supplies or equipment from the contractor/vendor who won the specified bid, at agreed-upon prices, should the contractor be willing.
5. Bids, Purchases and Compensation: Each of the Parties shall contract directly with

the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases.

Any purchase made pursuant to this Agreement is not a purchase from either of the Parties to purchase any particular good or service, nor create to either of the Parties any assurance, warranty, or other obligation from the other Party with respect to purchasing or supplying any good or service.

6. Right to Contract 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.
7. Modification: No changes or modifications of this Agreement shall be valid or binding upon either Party to this Agreement unless such changes or modifications are in writing and executed by both Parties.
8. Extent of Agreement: This Agreement contains all of the terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of the Agreement.
9. Non-Discrimination in Employment and Client Services: The Parties hereby mutually agree that during the performance of this Agreement, that no person shall be excluded from professional service on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical handicap. No Party shall discriminate against any employee or applicant for employment for the above reasons; PROVIDED, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the work involved.
10. Duration: This Agreement shall continue in force, until cancelled by either Party, which cancellation may be effected upon receipt by one of the Parties of the written notice of cancellation of the other Party.

IN WITNESS WHEREOF, the following Parties hereby enter into this Agreement and acknowledge that we understand and mutually agree with the above terms, and have executed this Agreement as of the date written, and have received a copy of this Agreement.

CITY OF BLAINE
WASHINGTON

<Board, Commission or Council>
Klickitat County PUD,

Gary Tomsic, City Manager

<Name, Title>

City of Blaine
344 H Street
Blaine, WA 98230
Federal Tax ID Number: 91-6001230

ATTEST

City Clerk

Klickitat County PUD
205 S. Columbus Avenue
Goldendale, WA 98620

ATTEST

<Title>