



# City of Spokane

## Minor Contract Summary

**Clerk File #**  
OPR 2021-0567

**Destruct Date**  
01/01/2030

**Cross Ref**

**Alt File #**

**Department Name\***

FIRE

**Department Project #**

**CR #**

N/A

**Submitter**

KHAUGEN

**Primary Contact**

DAVID STOCKDILL

**Primary Contact Email**

DSTOCKDILL@SPOKANECITY.ORG

**Starting Date**

### Contractor/Consultant

**Name\Contractor\Firm\***

MARYSVILLE FIRE DISTRICT

**Contact Name**

MARTIN MCFALLS

**Contact Email**

MMCFALLS@MARYSVILLEWA.GOV

**Address**

1094 CEDAR AVE

**Remittance Address**

**City, State, Zip**

MARYSVILLE, WA 98270

**Remittance City, State, Zip**

### Summary of Services

**Description\***

INTERLOCAL PROCUREMENT AGREEMENT BETWEEN THE CITY OF SPOKANE FIRE DEPARTMENT AND THE MARYSVILLE FIRE DISTRICT.

**Special Instructions for Clerks Office**

### Contract Cost

**Total Amount\***

\$0.00

**Effective Date\***

08/17/2021

**Expiration Date\***

08/16/2023

**Contract Type\***

NEW CONTRACT

**If new vendor, W-9 and ACH form has been submitted to Accounting\***

NO

**Quotes (per Purchasing Policy to be kept on file in Dept.)\***

NO

**Insurance Certificate (attach to the contract)\***

NO

**City Business Registration (attach verification that a current business license number exists)\***

NO

**If Public Works Contract, Contractor has been notified of State Law requirements.\***

NO

**Grant Related (If the contract is grant related, the Grants Management Department must approve)\***

NO

## Electronic Approvals

**Accountant for Review\***  
KLAMOREAUX

### Additional Review (Optional)

<b>Accountant</b> LAMOREAUX, KENNETH	<b>Date</b> 08/17/2021
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<b>Department Head</b> SCHAEFFER, BRIAN	<b>Date</b> 08/17/2021
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<b>Division Head</b>	<b>Date</b>
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<b>Grants (If applicable)</b>	<b>Date</b>
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## Distribution List

**Contractor Email**  
mmcfalls@marysvillewa.gov

**Dept Contact Email**  
fireaccounting@spokanecity.org

**Additional Email**  
dstockdill@spokanecity.org

**Additional Email**  
tprince@spokanecity.org

**Additional Email**

**Contract Accounting Email**  
ddaniels@spokanecity.org

**Taxes and Licenses Email**  
tax&licenses@spokanecity.org

**Additional Email**

**Additional Email**

**Additional Email**

Save

## INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and MARYSVILLE FIRE DISTRICT, a Washington State municipal corporation, whose business address is 1094 Cedar Avenue, Marysville, WA 98270.

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/or jointly dispose of property where such mutual effort can be planned in advance, jointly acquire goods and services, and to purchase or acquire 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; and
  - 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.
  - C. Disposal of goods by each party acting as agent for the other, or both parties when agreed to in advance, in writing.
4. DURATION AGREEMENT - TERMINATION. This Agreement shall remain in force until terminated by either party in writing. Either party may terminate this Agreement for any cause upon thirty (30) days advance written notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

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 or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this Agreement becoming effective.

9. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services 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.

MARYSVILLE FIRE DISTRICT

DocuSigned by:  
By: Martin Mcfalls  
4A9862E85F7F4E1...

Title: Fire Chief

Dated: 8/17/2021

CITY OF SPOKANE

DocuSigned by:  
By: Jolennie Perkins  
96A908C563754B1...

Title: City Administrator

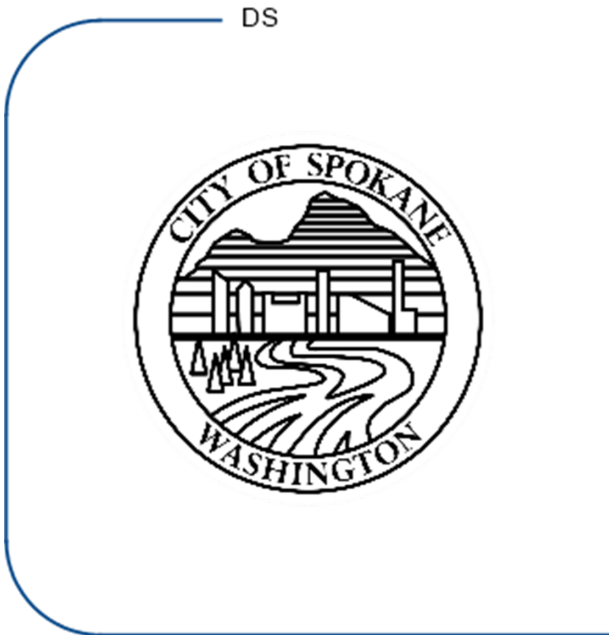
Dated: 8/17/2021

Attest:

DocuSigned by:  
Jeni Affolter  
20631242CC84D6...  
City Clerk

Approved as to form:

DocuSigned by:  
Timothy Szambelan  
4A9862E85F7F4E1...  
Assistant City Attorney



**Certificate Of Completion**

Envelope Id: F7B21D1A7ACB4452BD0CF50AA95D4D3D	Status: Completed
Subject: Please Sign: OPR 2021-0567/Interlocal Procurement Agreement Marysville Fire Department	
Source Envelope:	
Document Pages: 5	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Laura Price
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	lprice@spokanecity.org
	IP Address: 198.1.39.252

**Record Tracking**

Status: Original	Holder: Laura Price	Location: DocuSign
8/17/2021 10:17:48 AM	lprice@spokanecity.org	

**Signer Events**

Martin Mcfalls  
 mmcfalls@marysvillewa.gov  
 Fire Chief  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 4A9862E85F7F4E1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.106.61.114

**Timestamp**

Sent: 8/17/2021 10:49:06 AM  
 Viewed: 8/17/2021 11:54:39 AM  
 Signed: 8/17/2021 11:55:14 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/17/2021 11:54:39 AM  
 ID: c0c5ee13-ac28-48ad-b1bd-5e89927d5e70

Timothy Szambelan  
 tszambelan@spokanecity.org  
 Assistant City Attorney  
 City of Spokane  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 400F5E434240443...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.1.39.252

Sent: 8/17/2021 11:55:15 AM  
 Viewed: 8/17/2021 1:43:47 PM  
 Signed: 8/17/2021 1:44:09 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Johnnie Perkins  
 jperkins@spokanecity.org  
 City Administrator  
 City of Spokane  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 96A908C563754B1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.1.39.252

Sent: 8/17/2021 1:44:11 PM  
 Viewed: 8/17/2021 2:22:42 PM  
 Signed: 8/17/2021 2:22:50 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Terri L. Pfister  
 tpfister@spokanecity.org  
 City Clerk  
 City of Spokane  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 CC56CBA4DCC84D6...  
  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 198.1.39.252

Sent: 8/17/2021 2:22:51 PM  
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 Signed: 8/17/2021 2:43:22 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	8/17/2021 10:49:06 AM
Certified Delivered	Security Checked	8/17/2021 2:42:47 PM
Signing Complete	Security Checked	8/17/2021 2:43:22 PM
Completed	Security Checked	8/17/2021 2:43:22 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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electronically from us.

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To contact us by email send messages to: [klund@spokanecity.org](mailto:klund@spokanecity.org)

**To advise SHI International Corp OBO City of Spokane of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.