

RESOLUTION R-5096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH CITY OF FEDERAL WAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

1 WHEREAS, the City of Kirkland and City of Federal Way seek to
2 enter into an intergovernmental agreement enabling the City of
3 Kirkland to purchase goods and services through City of Federal Way
4 purchase contracts and also enabling the City of Federal Way to
5 purchase goods and services through City of Kirkland purchase
6 contracts to the extent permitted by law; and
7

8 WHEREAS, the City Council has determined it to be in the best
9 interest of the City of Kirkland to enter into such an interlocal
10 cooperative purchasing agreement; and
11

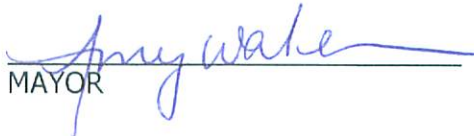
12 WHEREAS, Chapter 39.34 RCW authorizes City of Kirkland and
13 City of Federal Way to enter into an interlocal cooperation agreement
14 to perform any governmental service, activity or undertaking which each
15 contracting party is authorized by law to perform;
16

17 NOW, THEREFORE, be it resolved by the City Council of the City
18 of Kirkland as follows:
19

20 Section 1. The City Manager is authorized and directed to
21 execute on behalf of the City of Kirkland an Interlocal Agreement
22 substantially similar to that attached as Exhibit "A", which is entitled
23 "Interlocal Cooperative Purchasing Agreement."
24

25 Passed by majority vote of the Kirkland City Council in open
26 meeting this 20th day of January, 2015.
27

28 Signed in authentication thereof this 20th day of January, 2015.


MAYOR

Attest:


City Clerk

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN CITY OF KIRKLAND AND CITY OF FEDERAL WAY**

This Agreement, made and entered into this ___ day of _____, 2015, by and between City of Kirkland, State of Washington, a Washington city (hereinafter referred to as "Kirkland") and City of Federal Way, Washington, a municipal corporation (hereinafter referred to as "Federal Way"), (collectively "Parties").

WITNESSETH that:

A. The Parties maintain, for the benefit of the citizens of their respective jurisdictions, an organized and standard bidding structure charged with the function of securing equipment, goods and services within the limits of all appropriate bidding laws of the State of Washington and the individual jurisdictions; and

B. 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

C. It has been determined by each of the Parties hereto that it would be in the best interests of the citizens of their respective jurisdictions if, in some circumstances, the purchase of equipment, goods and services, can be purchased through a bidding process made up of more than one jurisdiction in the State of Washington; and

D. The Parties hereto desire and by this agreement enter into an Interlocal Cooperative Bidding/Purchasing Agreement ("Agreement") wherein the Parties can utilize each other's contracts where it is lawful and in their best interest to do so and may establish yearly bidding/purchasing for equipment, goods and services of mutual need requirements.

WHEREAS, the Parties hereto desire to set forth their rights, duties and responsibilities with respect to applicable laws, ordinances, procedures as established by the Parties hereto and the State of Washington. Kirkland and Federal Way may elect not to exercise their right under this Agreement every year but may do so at any time the Agreement remains in effect; and

NOW, THEREFORE, for and in consideration of the procedures contained herein performed and to be performed, the Parties hereto agree as follows:

1. Cooperative Purchases. The Parties hereto, pursuant to Chapters 35 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington do hereby contract to cooperatively purchase goods, services and equipment as a result of competitive bidding and within the specifications established by and for Kirkland and Federal

Way. Once bidding has been finalized and the Parties have been notified, both Parties will finalize their own individual arrangements, including option selection, selections, trade-in and delivery arrangements for goods, services and equipment directly with the applicable contractor.

Kirkland and Federal Way agree that each party has no liability as far as the durability, serviceability, and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual party and will not be perceived as selected by the other party.

Kirkland and Federal Way accept no responsibility for the performance of any contracts by the contractor, and Kirkland and Federal Way accept no responsibility for payment of the purchase price for any contract entered into by the other party.

This Agreement is offered to allow Kirkland and Federal Way the capability to purchase goods, services, and equipment designed specifically for their use and to take advantage of prices achieved by group participation.

2. No Obligation to Purchase. Each party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other party.

The Parties reserve the right to exclude the other party from any particular purchasing contract with or without notice to the other party.

3. Term. This Agreement shall take effect immediately and shall continue in effect until terminated. It may be terminated by either party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

4. Compliance with Laws. Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

5. Indemnification.

Kirkland Indemnification. Kirkland agrees to indemnify, defend and hold Federal Way, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Kirkland, its elected officials, commissioners, officers, employees, agents, and volunteers, or by Kirkland's breach of this Agreement.

Federal Way Indemnification. Federal Way agrees to indemnify, defend and hold Kirkland, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of Federal Way, its employees or agents.

Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. Contact Persons. The Parties stipulate that the following persons shall be the contact person for their respective jurisdiction.

a. City of Kirkland:

Purchasing Agent
123 Fifth Avenue
Kirkland, WA 98033
(425) 587-3123/Fax (425) 587-3110

b. City of Federal Way:

Purchasing Coordinator
33325 8th Ave S
Federal Way, WA 98003-6325
(253) 835-2533/Fax: (253) 835-2509

7. Filing. A copy of this Agreement shall be filed with the City Clerk of the City of Federal Way, and the City Clerk for City of Kirkland, and recorded with the King County Auditor or posted on either Party's webpage as authorized by RCW 39.34.040.

8. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence for this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF the Parties have hereunto placed their hand and seals on the day and year indicated.

CITY OF KIRKLAND

CITY OF FEDERAL WAY

BY: _____
Kurt Triplett, City Manager

BY: _____
Jim Ferrell, Mayor

Date: _____

Date: _____

Approved as to Form
for City of Kirkland

Approved as to Form
for City of Federal Way

Kirkland, City Attorney

City Attorney, Amy Jo Pearsall

ATTEST: This ____ day of
_____, 2015.

ATTEST: This ____ day of
_____, 2015.

Kirkland City Clerk

Federal Way City Clerk