

RESOLUTION R-5108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN A COOPERATIVE PURCHASING AGREEMENT WITH THE STATE OF MINNESOTA MATERIALS MANAGEMENT DIVISION AND AUTHORIZING THE CITY MANAGER TO SIGN.

1 WHEREAS, the City of Kirkland and the State of Minnesota seek
2 to enter into a cooperative purchasing agreement enabling the City to
3 purchase goods and services through the State of Minnesota's contracts;
4 and

5
6 WHEREAS, RCW 39.34.030, a section of the Interlocal
7 Cooperation Act, authorizes the City to make purchases through the
8 state contracts of other states; and

9
10 WHEREAS, the City Council has determined it to be in the best
11 interest of the City of Kirkland to enter into such a cooperative
12 purchasing agreement.

13
14 NOW, THEREFORE, be it resolved by the City Council of the City
15 of Kirkland as follows:

16
17 Section 1. The City Manager is authorized to sign on behalf of
18 the City of Kirkland an agreement substantially similar to that attached
19 as Exhibit "A," which is entitled "Cooperative Purchasing Agreement."

20
21 Passed by majority vote of the Kirkland City Council in open
22 meeting this 17th day of February, 2015.

23
24 Signed in authentication thereof this 17th day of February, 2015.


MAYOR

Attest:


City Clerk

2014 MAR 24 AM 11:56:07



COOPERATIVE PURCHASING AGREEMENT

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10
and

Minnesota Statutes § 471.59, Subdivision 1

This Joint Powers Agreement is between the State of Minnesota, through its commissioner of Administration, Materials Management Division ("Division") and

CITY OF SEATTLE ("Authorized Entity").

Pursuant to Minn. Stat. § 16C.03, subd. 10, the Division acquires various supplies, commodities, equipment, and services for state agencies and governmental units (as defined in Minn. Stat. § 471.59, subd. 1) through competitive bidding or requests for proposals. The Division, through Minn. Stat. § 16C.11, and the Authorized Entity wish to combine their purchasing functions, as specifically provided below, so that the Authorized Entity may avail itself of the prices which have been agreed upon by the Division and its vendors.

The parties agree as follows:

- 1. Term.** This joint powers agreement will be effective on the date State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, and remains in effect until canceled by either party upon 30 days' written notice to the other party.
- 2. Services.** The Division will make its contracts for commodities and services, as listed on the State of Minnesota's Contract Index, available to the Authorized Entity.
- 3. Use of Division Contracts.** To purchase commodities or services from the Division's contracts, the Authorized Entity must issue a purchase order in accordance with the terms and conditions of the Division's contracts and any requirements applicable to the Authorized Entity's governing body. The Authorized Entity must send purchase orders directly to the applicable vendor and will make payments directly to the vendor in accordance with its established procedures and terms of the Division's contract. The Authorized Entity will not use the goods available under the Division's contracts for the purposes of resale. The Authorized Entity must be the end user of the goods purchased.
- 4. Liability.** The Authorized Entity agrees that neither the Division nor its employees personally assume responsibility or liability for any amounts due or claimed to be due pursuant to any purchase order entered issued by the Authorized Entity. The Authorized Entity will indemnify, save and hold harmless the Division and its employees from any loss, damage or



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expense, including payment of attorney fees allowable by law, which arise or may arise from the Authorized Entity's use of this joint powers agreement and from any dispute or claim arising from any transaction between the Authorized Entity and the Division's vendors, whether or not the loss, damage, dispute or claim arises during or after the period of this cooperative agreement. The Division's liability will be governed by the provisions of Minn. Stat. § 3.736.

CITY OF SEATTLE

"Authorized Entity certifies that the appropriate person(s) have executed this cooperative agreement on behalf of the Authorized Entity as required by applicable articles, bylaws, resolutions or ordinances."

By: Sam Tolcuras
(Authorized Signature)
Manager
(Title)
PO Box 94687
Seattle WA 98120-4687
(Address)
March 5, 2014
(Date)

STATE OF MINNESOTA

"By Delegation"

By: [Signature]
Materials Management Division
3-10-14
(Date)
Permit Number/Access Code:
525291

MATERIALS MGMT
DEPT OF ADMINISTRATION
STATE OF MINNESOTA
2014 MAR 10 A 11:06