

RESOLUTION R-5133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE ALDERWOOD WATER & WASTEWATER DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

1           WHEREAS, the City of Kirkland and Alderwood Water &  
2 Wastewater District seek to enter into an intergovernmental  
3 agreement enabling the City of Kirkland to purchase goods and  
4 services through Alderwood Water & Wastewater District purchase  
5 contracts and also enabling the Alderwood Water & Wastewater  
6 District to purchase goods and services through City of Kirkland  
7 purchase contracts to the extent permitted by law; and  
8

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

13           WHEREAS, Chapter 39.34 RCW authorizes City of Kirkland and  
14 Alderwood Water & Wastewater District to enter into an interlocal  
15 cooperation agreement to perform any governmental service, activity or  
16 undertaking which each contracting party is authorized by law to  
17 perform;  
18

19           NOW, THEREFORE, be it resolved by the City Council of the City  
20 of Kirkland as follows:  
21

22           Section 1. The City Manager is authorized and directed to  
23 execute on behalf of the City of Kirkland an Interlocal Agreement  
24 substantially similar to that attached as Exhibit "A", which is entitled  
25 "Interlocal Cooperative Purchasing Agreement."  
26

27           Passed by majority vote of the Kirkland City Council in open  
28 meeting this 7th day of July, 2015.  
29

30           Signed in authentication thereof this 7th day of July, 2015.

MAYOR 

Attest:

  
City Clerk

## INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between ALDERWOOD WATER & WASTEWATER DISTRICT, a Washington State political subdivision, and the CITY of KIRKLAND, a municipal corporation of the State of Washington.

WITNESSETH:

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;

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 where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contract 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;
  - 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.
4. **DURATION AGREEMENT – TERMINATION:** This agreement shall remain in force until canceled by either party in writing.
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 or posted on a website as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. **INTERLOCAL COOPERATION DISCLOSURE:** Each party may insert in its solicitations for goods 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 enforceability, without involving the remaining provisions or affecting the validity or enforcement of such provisions.

ALDERWOOD WATER & WASTEWATER DISTRICT

CITY OF KIRKLAND

By: \_\_\_\_\_  
Jeff Clarke, General Manager

By: \_\_\_\_\_  
Kurt Triplett, City Manager

Approved as to form:

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Kirkland City Attorney

ATTEST:

ATTEST:

City Clerk

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_