RESOLUTION R-5190

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

1   WHEREAS, the City of Kirkland and the Port of Everett seek to
2   enter into an intergovernmental agreement enabling the Port of
3   Everett to purchase goods and services through City of Kirkland
4   purchase contracts and also enabling the City of Kirkland to purchase
5   goods and services through Port of Everett purchase contracts to the
6   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 the City of Kirkland
13   and the Port of Everett 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 15th day of March, 2016.
27
28   Signed in authentication thereof this 15th day of March, 2016.

MAYOR

Attest:

City Clerk

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between the PORT OF EVERETT, 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. PROPERTY AND SERVICES ACQUISITION AND DISPOSITION: Any property or services acquired by a party through this Agreement shall belong solely to that party. Disposition of property acquired pursuant to this Agreement shall be the sole responsibility of the party acquiring the property and shall be accomplished according to applicable legal requirements.

5. DURATION AGREEMENT – TERMINATION: This agreement shall remain in force until canceled by either party in writing.

6. 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.

7. 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.

8. <u>FINANCING:</u> 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.

9. <u>FILING:</u> 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. <u>INTERLOCAL COOPERATION DISCLOSURE:</u> 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. <u>NON-DELEGATION/NON-ASSIGNMENT.</u> 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. <u>HOLD-HARMLESS:</u> 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. <u>SEVERABILITY:</u> 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.

PORT OF EVERETT   CITY OF KIRKLAND

By: _____   By: _____
                                                      Kurt Triplett, City Manager

Approved as to form: Approved as to form:

By: _____   By: _____
Port of Everett Legal Counsel   Kirkland City Attorney

ATTEST: ATTEST:

                                                 City Clerk

_____   _____

DATE _____   DATE _____