

RESOLUTION R-5217

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

1 WHEREAS, the City of Kirkland and Asotin County seek to enter
2 into an intergovernmental agreement enabling the City of Kirkland to
3 purchase goods and services through Asotin County purchase
4 contracts and also enabling Asotin County to purchase goods and
5 services through City of Kirkland purchase contracts to the extent
6 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 Asotin County to enter into an interlocal cooperation agreement to
14 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 1st day of November, 2016.
27

28 Signed in authentication thereof this 1st day of November, 2016.


MAYOR

Attest:


City Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between Asotin County, a municipal corporation of the State of Washington, 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, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where 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 disposition of property 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 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 provision 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 agencies to avail themselves of goods and services offered under the contract.

- C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
4. DURATION OF 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 and/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 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 consequences 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 admission of any person, firm or corporation not a party to this agreement.

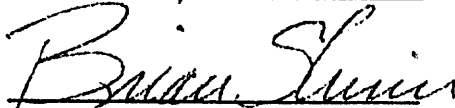
12. **SEVERABILITY** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.

ASOTIN COUNTY BOARD OF COMMISSIONERS

CITY OF KIRKLAND

Dated: 10/10/16

Dated: _____


Brian Shinn, Chairman


Jim Fuller, Vice Chair



Jim Jeffords, Member

ATTEST:


Vivian Bly
Clerk of the Board

APPROVED AS TO FORM:

Benjamin Nichols
Prosecuting Attorney


Robert A. Lehman, WSBA #47783
Deputy Prosecuting Attorney