

RESOLUTION R-5232

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

1 WHEREAS, the City of Kirkland and the City of Tucson seek to
2 enter into an intergovernmental agreement enabling the City of
3 Kirkland to purchase goods and services through the City of Tucson
4 purchase contracts and also enabling the City of Tucson to purchase
5 goods and services through the City of Kirkland purchase contracts to
6 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 the City of Tucson 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 "Cooperative Purchasing Agreement."
24

25 Passed by majority vote of the Kirkland City Council in open
26 meeting this 17th day of January, 2017.
27

28 Signed in authentication thereof this 17th day of January, 2017.


MAYOR

Attest:


City Clerk



CITY OF TUCSON COOPERATIVE PURCHASING AGREEMENT

This Agreement entered into this _____ day of _____ between the City of Tucson hereinafter called the "City" and The City of Kirkland, a public procurement unit, hereinafter called "eligible procurement unit," to permit the eligible procurement unit to purchase materials and services from vendors at the prices and terms contained in contracts between the City of Tucson and those vendors. Any eligible procurement unit may enter into an Agreement with the City of Tucson Department of Procurement for the purpose of utilizing their respective cooperative contracts. (Arizona Revised Statutes Section 41-2632).

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result thereof, the parties agree as follows:

1. The City shall make available certain contracts to the eligible procurement units.
2. For those contracts awarded by the City, specifications for the materials and services will be determined by the City of Tucson Department of Procurement.
3. City procurement processes shall be conducted in accordance with the City's Charter (Chapter 28), the City Procurement Code and City Department of Procurement administrative policies and procedures. The eligible procurement unit will insure that its own legal requirements are met and shall be responsible for any additional actions that may be necessary to meet those requirements.
4. The City may invite an eligible procurement unit to participate in any solicitation.
5. The eligible procurement unit shall:
 - a. Insure that purchase orders issued against eligible City contracts are in accordance with the terms and prices established in the City contract.
 - b. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the City contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the eligible procurement unit shall be the exclusive obligation of such unit.
 - c. Not use a City contract as a method for obtaining additional concessions or reduced prices for contracted materials or services. The eligible procurement unit shall not advertise or market City contracts without the City's prior written consent.
 - d. Be responsible for ordering materials or services under this agreement. The City shall not be liable in any fashion for any violation by eligible procurement unit of this agreement, and the eligible procurement unit shall be responsible for any liability which may arise from action or inaction of the eligible procurement unit relating to this agreement or its subject matter.
6. The exercise of any rights or remedies by the eligible procurement unit shall be the exclusive obligation of such unit; however, the City, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
7. The City may terminate this Agreement if the eligible procurement unit fails to comply with the terms of a City contract.
8. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous cooperative purchase agreements.
9. Either party may terminate this Agreement with at least thirty- (30) days written notice to the other party.

10. Failure of the eligible procurement unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require the City to exercise its own rights or remedies.
11. This Agreement may be cancelled pursuant to the provisions of A.R.S. 38-511.
12. This Agreement is exempt from the provisions of A.R.S. 11-952, Subsections D and F under provision of A.R.S. 41-2632.
13. The City and the eligible procurement unit agree not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246 and State Executive Order No. 99-4, A.R.S. 41-1461 et. seq.
14. Appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to the eligible procurement unit shall be necessary before this agreement becomes effective.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

ELIGIBLE PROCUREMENT UNIT CONTACT INFORMATION:

Greg Piland, Purchasing Agent
Name/Title

425-587-3123
Phone #

123 5th AVE Kirkland, WA 98033
Address

GPiland@kirklandwa.gov
Email Address:

**AUTHORIZED AUTHORITY
 FOR THE ELIGIBLE PROCUREMENT UNIT:**

FOR THE CITY OF TUCSON:

 Signature

 Printed Name

 Title

 Signature

 Printed Name

 Title

Dated this ___ day of _____, 20__

Dated this ___ day of _____, 20__

APPROVED AS TO FORM:

 Attorney for Eligible Procurement Unit

Dated this ___ day of _____, 20__

Form approved this 9th day of January, 2009, for the City of Tucson. (Form with original signature of approval is on file in the City Clerk's Office.)

David L. Deibel
 David L. Deibel, Principal Assistant City Attorney