

RESOLUTION R-5365

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND
AUTHORIZING AN INTERLOCAL AGREEMENT FOR COOPERATIVE
PURCHASING AND RECIPROCAL STAFF SERVICES.

1 WHEREAS, the cities of Kenmore and Kirkland adjoin one
2 another and enjoy a relationship of municipal partnership; and
3

4 WHEREAS, both cities will be implementing a pavement program
5 in the summer of 2019 and there may be opportunities to work with
6 each other on those programs and perhaps realize economies of scale
7 by advertising for bids together; and
8

9 WHEREAS, there may be other, future opportunities to
10 cooperatively purchase goods and services and/or to provide reciprocal
11 staff support from time to time where there is a mutual interest; and
12

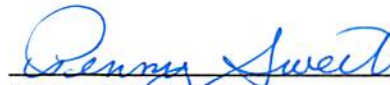
13 WHEREAS, Chapter 39.34 RCW authorizes the parties to enter
14 into an interlocal cooperation agreement to perform any governmental
15 service, activity, or undertaking that each contracting party is authorized
16 by law to perform.
17

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

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

27 Passed by majority vote of the Kirkland City Council in open
28 meeting this 2nd day of April, 2019.
29

30 Signed in authentication thereof this 2nd day of April, 2019.


Penny Sweet, Mayor

Attest:


Kathi Anderson, City Clerk

**INTERLOCAL COOPERATIVE PURCHASING AND RECIPROCAL STAFF SERVICES
AGREEMENT**

THIS AGREEMENT is between the CITY of KENMORE, 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, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; and

WHEREAS, the parties desire to lend staff to each other from time to time on projects or capital improvements where the parties have a mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSES:** One purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and to authorize the purchase or acquisition of goods and services under contract where a price is extended by either party's bidder to other governmental agencies. Another purpose of this agreement is to authorize the parties to provide reciprocal staff services for projects or capital improvements of mutual interest to the parties.
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; and
 - C. Providing reciprocal staff services for projects or capital improvements of mutual interest to the parties.
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 for the purchase or acquisition of goods and services shall be through budgeted funds or other available funds of the party for whose use the good or service is actually purchased or acquired. Each party accepts no responsibility for the payment of the purchase or acquisition price of any goods or services intended for use by the other party.
8. **RECIPROCAL STAFF SERVICES:** Where the parties have a mutual interest in a project or capital improvement, the parties may agree to provide reciprocal staff services for the project or capital improvement without cost to either party; provided, that before commencement of reciprocal staff services, the parties may agree that all or a portion of any staff services be provided for cost, in a manner and at a cost agreed to by the parties. The city managers or designees of the parties shall have authority to enter into the agreements of this Section 8.
9. **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.
10. **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.
11. **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.
12. **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.
13. **SEVERABILITY:** Any provision of this agreement that 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.

CITY OF KENMORE

CITY OF KIRKLAND

By: _____
Rob Karlinsey, City Manager

By: _____
Kurt Triplett, City Manager

Approved as to form:

Approved as to form:

By: _____
Kenmore City Attorney

By: _____
Kirkland City Attorney

ATTEST:
Kenmore City Clerk

ATTEST:
Kirkland City Clerk

DATE _____

DATE _____