

RESOLUTION R-5559

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 TACOMA 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 Tacoma seek to
2 enter into an intergovernmental agreement enabling the City of
3 Kirkland to purchase goods and services through the City of Tacoma
4 purchase contracts and also enabling the City of Tacoma to purchase
5 goods and services through City of Kirkland 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

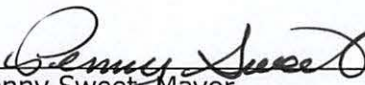
12 WHEREAS, Chapter 39.34 RCW authorizes City of Kirkland and
13 the City of Tacoma to enter into an interlocal cooperation agreement to
14 perform any governmental service, activity or undertaking which each
15 contracting party is authorized by law to perform.
16

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 Joint Purchasing Agreement."
24

25 Passed by majority vote of the Kirkland City Council in open
26 meeting this 04 day of October, 2022.
27

28 Signed in authentication thereof this 04 day of October, 2022.


Penny Sweet, Mayor

Attest:


Kathi Anderson, City Clerk

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the _____, a political subdivision under the laws 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 provided 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 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 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/or where either party's bidder is willing to extend prices to other governmental agencies.
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 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 REQUIREMENT:** 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.
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 government party purchasing using a contract let by another government party shall be solely responsible for negligent or wrongful acts arising out of or related to its use of the contract, and shall defend and indemnify the party which awarded the original contract from any claim, cost or expense, including reasonable attorney's fees, arising there from, except that the party which awarded the original contract shall defend, indemnify and hold harmless other government parties using the contract from any claim, cost or expense, including attorney's fees, caused by or related to the originally awarding party's erroneous representation to the using party that the original award of the contract complied with the requirements of RCW 39.34.030(5)(b) as now or hereafter amended.
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 provisions or affecting the validity or enforcement of such provisions.

APPROVED: City of Kirkland

APPROVED: CITY OF TACOMA

Printed name

Patsy Best Date
Procurement and Payables Manager

Signature Date

APPROVED AS TO FORM:

Title

Martha Lantz Date
Deputy City Attorney

Signature (if needed) Date

Andrew Cherullo Date
Director of Finance

Title