

RESOLUTION NO. R-3875

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

WHEREAS, the Cities of Kirkland and Redmond seek to enter into an intergovernmental agreement enabling the City of Kirkland to purchase goods and services through City of Redmond purchase contracts to the extent permitted by law; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Kirkland to enter into said intergovernmental cooperative purchasing agreement; and

WHEREAS, the City of Kirkland is authorized, pursuant to Chapter 39.34 RCW, to enter into such an agreement;

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

Section 1. Participation by the City of Kirkland in the Intergovernmental Cooperative Purchasing Agreement attached to the original of this resolution as Exhibit A and by this reference incorporated herein is approved. The Kirkland City Manager is hereby authorized to execute said Agreement on behalf of the City of Kirkland.

Passed by majority vote of the Kirkland City Council in regular, open meeting on the 17th day of May, 1994.

Signed in authentication thereof on the 17th day of May, 1994.



\_\_\_\_\_  
Mayor

ATTEST:



\_\_\_\_\_  
City Clerk

RES-3875.MAY/KA:rk

# INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of the law, the City of Redmond, Washington, hereinafter called "Redmond" and the City of Kirkland, Washington, hereinafter called "Kirkland", hereby agree to cooperative governmental purchasing upon the following terms and conditions.

1. Redmond, in contracting for the purchase of goods and services for Redmond, agrees to extend said contracts to Kirkland to the extent permitted by law, and agreed upon by the parties hereto, and the supplier(s).
2. Redmond will contract for the purchase of goods and services according to the laws and regulations governing purchases by Redmond. Kirkland accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of Kirkland.
3. A purchase by Kirkland shall be effected by a purchase order from Kirkland directed to the supplier or other party contracting to furnish goods or services to Redmond.
4. Redmond accepts no responsibility for the performance of any purchasing contract by the supplier, and accepts no responsibility for payment of the purchase price by Kirkland.
5. Kirkland reserves the right to contract independently for the purchase of any goods or services, with or without notice to Redmond.
6. Redmond reserves the right to exclude Kirkland from any particular purchasing contract, with or without notice to Kirkland.
7. This Agreement shall continue in force until canceled by either party, which cancellation may be effected by ten (10) days written notice to the other party.
8. This Agreement covers all Redmond contracts.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
City of Kirkland

Title: \_\_\_\_\_  
City of Redmond

Approved as to form:

Approved as to form:

\_\_\_\_\_  
(Kirkland City Attorney)

\_\_\_\_\_  
(Redmond City Attorney)

Date: \_\_\_\_\_

Date: \_\_\_\_\_