

RESOLUTION NO. R- 4084

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 HOQUIAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the Cities of Kirkland and Hoquiam seek to enter into an intergovernmental agreement enabling the City of Kirkland to purchase goods and services through City of Hoquiam 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 in regular open meeting of the Kirkland City Council on the 1st day of July, 1997.

SIGNED IN AUTHENTICATION thereof on the 1st day of July, 1997.



Mayor

Attest:



Deputy City Clerk

WRES-HOQ.DEC/6-26-97/LW:rk



INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other applicable laws, the CITY OF HOQUIAM and CITY OF KIRKLAND, both public agencies of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

(1) This Agreement pertains to bids and contracts for supplies, material, equipment or services that may be required from time to time by both the City of Hoquiam and the City of Kirkland.

(2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

(6) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

(7) The Purchasing Agent of the City of Hoquiam and the Purchasing Agent of the City of Kirkland shall be representatives of the entities for carrying out the terms of this Agreement.

(8) This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

APPROVED this _____ day of _____, 1997.

APPROVED this _____ day of _____, 1997.

CITY OF HOQUIAM

CITY OF KIRKLAND

By: _____
Roger Jump, Mayor

By: _____
Anne Pflug, Interim City Manager

Subscribed and sworn to me this _____ day
of _____, 1997.

Subscribed and sworn to me this _____ day
of _____, 1997.

Notary Public in and for the State of
Washington, residing at _____.
My commission expires _____.

Notary Public in and for the State of
Washington, residing at _____.
My commission expires _____.

ATTEST:

ATTEST:

City Clerk

Janice Perry, City Clerk