

RESOLUTION R-4742

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL JOINT PURCHASING AGREEMENT BETWEEN THE ECITYGOV ALLIANCE AND THE CITY OF KIRKLAND.

WHEREAS, the eCityGov Alliance, its partners and subscribers, and the City of Kirkland desire to enter into an Interlocal Joint Purchasing Agreement to provide for mutual joint purchasing and property disposition; and

WHEREAS, the eCityGov Alliance, its partners and subscribers, and the City of Kirkland are authorized to enter into this Interlocal Joint Purchasing Agreement pursuant to RCW Chapter 39.34, The Interlocal Cooperation Act;

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City, the Interlocal Joint Purchasing Agreement, in a form substantially similar to that attached as Exhibit A, which by this reference is incorporated into this Resolution, as though fully set forth herein.

Passed by majority vote of the Kirkland City Council in open meeting this 17th day of February, 2009.

Signed in authentication thereof this 17th day of February, 2009.

  
MAYOR

Attest:

  
City Clerk

## **INTERLOCAL JOINT PURCHASING AGREEMENT**

### **eCityGov Alliance Partners and Subscribers**

THIS AGREEMENT is by and between the jurisdictions who have executed this Agreement and filed such Agreement as required by Section 9 below, all public agencies 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, pursuant to the Interlocal Cooperation Act, the following jurisdictions are "Partners" under that certain INTERLOCAL AGREEMENT ESTABLISHING E-GOV ALLIANCE dated November 5, 2002, and hereby revised by INTERLOCAL AGREEMENT ESTABLISHING ECITYGOV ALLIANCE dated July 15, 2005 and hereby amended, November 30, 2007, (the "Alliance"); by the cities of Bellevue, Bothell Issaquah, Kenmore, Kirkland, Mercer Island, Sammamish, Snoqualmie and Woodinville (the "Partners") which Agreement created the eCityGov Alliance to pursue efficiencies in delivering services, sharing services and creating economies of scale; and

WHEREAS, the Alliance Partner jurisdictions participate in mutual joint purchasing and property disposition pursuant to the terms of the Alliance Interlocal; and

WHEREAS, certain other jurisdictions may become "Subscribers" to the services provided by the Alliance, but are not Partners or signatories to the Alliance Interlocal; and

WHEREAS, it is the intent of the parties hereto to allow for mutual cooperative purchasing activities as further allowed herein by and among current and future Partners to the Alliance Interlocal and future Subscribers to the Alliance services; and

WHEREAS, it is the intent of the parties hereto that such mutual cooperation shall extend to any future Subscriber or Partner member, so long as such future Subscriber or Partner member also executes this Interlocal Joint Purchasing Agreement (the "IJP Agreement"), without need for an amendment to this IJP Agreement executed by all existing parties; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; 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 IJP 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 IJP Agreement.

3. **SCOPE:** This IJP Agreement shall allow the following activities:
  - A. Purchase or acquisition of goods and services by any party acting as agent for any other party or 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 any party's bidder is willing to extend prices to other governmental agencies.
4. **DURATION AGREEMENT – TERMINATION:** This IJP Agreement shall remain in force by and between the parties; provided that any party may cancel the IJP Agreement with respect to such party in writing, whereafter the IJP Agreement shall be terminated with respect to such party only.
5. **RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED:** Each party reserves the right to contract independently for the activities set forth in Section 3 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 the activities set forth in Section 3.
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 any other party.
8. **FUTURE PARTIES:** Future Subscribers to Alliance services and future Partners to the Alliance Interlocal may execute this IJP Agreement in order to participate in the mutual purchasing activities described in Section 3. Upon such execution and filing as required in Section 9, this IJP Agreement shall be applicable by and among such Alliance Subscriber or Partner and all existing parties hereto without the need for further amendments to this IJP Agreement.
9. **FILING:** Executed copies of this IJP Agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this IJP Agreement becoming effective. It shall be the responsibility of future Subscribers pursuant to Section 8 above to file the IJP Agreement prior to the IJP Agreement becoming effective as to such future Subscriber only. In addition, an executed version of this IJP Agreement shall be provided to Alliance by each signatory upon execution.
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:** No party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. No party may assign this Agreement without the written consent of the other parties.
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. No party assumes responsibility to any 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 IJP Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

APPROVED

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Printed Name                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature                      Date

APPROVED AS TO FORM  
Agency Attorney

\_\_\_\_\_  
Signature