



CITY OF KIRKLAND
Department of Finance and Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Tracey Dunlap, Director of Finance & Administration
Barry Scott, Purchasing Agent

Date: January 8, 2015

Subject: INTERLOCAL COOPERATIVE PURCHASING AGREEMENTS WITH CITY OF FEDERAL WAY AND THE CLARK REGIONAL WASTEWATER DISTRICT

RECOMMENDATION:

It is recommended that the City Manager be authorized to execute Interlocal Cooperative Purchasing Agreements with the City of Federal Way and the Clark Regional Wastewater District.

BACKGROUND INFORMATION:

In May of 2014, the City conducted a Request for Proposals (RFP) process for the purpose of contracting for Investment Advisory Services. The RFP included language to allow other government entities to piggyback on the contract that was to be awarded by the City. As a result of the RFP process, the City awarded the contract for Investment Advisory Services to Government Portfolio Advisors (GPA) of Portland, OR.

The City of Federal Way and the Clark Regional Wastewater District have indicated an interest in taking advantage of the pricing and terms provided by our contract with GPA. In order for them to utilize the City's contract with GPA, each organization must have an interlocal cooperative purchasing agreement in place with the City.

These interlocal agreements comply with the intergovernmental cooperative purchasing requirements set forth in KMC 3.85.180 and RCW 39.34. By themselves, these agreements place no financial obligation on the City of Kirkland. These agreements are reciprocal and will allow the City of Kirkland to purchase off of contracts competitively bid by the City of Federal Way or the Clark Regional Wastewater District, if it is determined to be in the best interest of the City to do so.

Note that the interlocal agreements were provided by each agency's legal counsel and, as a result, are in different formats. The Kirkland City Attorney's Office has reviewed and approved both agreements.

RESOLUTION R-5096

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

1 WHEREAS, the City of Kirkland and City of Federal Way seek to
2 enter into an intergovernmental agreement enabling the City of
3 Kirkland to purchase goods and services through City of Federal Way
4 purchase contracts and also enabling the City of Federal Way to
5 purchase goods and services through City of Kirkland purchase
6 contracts to the 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 City of Federal Way to enter into an interlocal cooperation agreement
14 to 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 Cooperative Purchasing Agreement."
24

25 Passed by majority vote of the Kirkland City Council in open
26 meeting this ____ day of _____, 2015.
27

28 Signed in authentication thereof this ____ day of January, 2015.

MAYOR

Attest:

City Clerk

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN CITY OF KIRKLAND AND CITY OF FEDERAL WAY**

This Agreement, made and entered into this ___ day of _____, 2015, by and between City of Kirkland, State of Washington, a Washington city (hereinafter referred to as "Kirkland") and City of Federal Way, Washington, a municipal corporation (hereinafter referred to as "Federal Way"), (collectively "Parties").

WITNESSETH that:

A. The Parties maintain, for the benefit of the citizens of their respective jurisdictions, an organized and standard bidding structure charged with the function of securing equipment, goods and services within the limits of all appropriate bidding laws of the State of Washington and the individual jurisdictions; and

B. 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

C. It has been determined by each of the Parties hereto that it would be in the best interests of the citizens of their respective jurisdictions if, in some circumstances, the purchase of equipment, goods and services, can be purchased through a bidding process made up of more than one jurisdiction in the State of Washington; and

D. The Parties hereto desire and by this agreement enter into an Interlocal Cooperative Bidding/Purchasing Agreement ("Agreement") wherein the Parties can utilize each other's contracts where it is lawful and in their best interest to do so and may establish yearly bidding/purchasing for equipment, goods and services of mutual need requirements.

WHEREAS, the Parties hereto desire to set forth their rights, duties and responsibilities with respect to applicable laws, ordinances, procedures as established by the Parties hereto and the State of Washington. Kirkland and Federal Way may elect not to exercise their right under this Agreement every year but may do so at any time the Agreement remains in effect; and

NOW, THEREFORE, for and in consideration of the procedures contained herein performed and to be performed, the Parties hereto agree as follows:

1. Cooperative Purchases. The Parties hereto, pursuant to Chapters 35 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington do hereby contract to cooperatively purchase goods, services and equipment as a result of competitive bidding and within the specifications established by and for Kirkland and Federal

Way. Once bidding has been finalized and the Parties have been notified, both Parties will finalize their own individual arrangements, including option selection, selections, trade-in and delivery arrangements for goods, services and equipment directly with the applicable contractor.

Kirkland and Federal Way agree that each party has no liability as far as the durability, serviceability, and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual party and will not be perceived as selected by the other party.

Kirkland and Federal Way accept no responsibility for the performance of any contracts by the contractor, and Kirkland and Federal Way accept no responsibility for payment of the purchase price for any contract entered into by the other party.

This Agreement is offered to allow Kirkland and Federal Way the capability to purchase goods, services, and equipment designed specifically for their use and to take advantage of prices achieved by group participation.

2. No Obligation to Purchase. Each party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other party.

The Parties reserve the right to exclude the other party from any particular purchasing contract with or without notice to the other party.

3. Term. This Agreement shall take effect immediately and shall continue in effect until terminated. It may be terminated by either party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

4. Compliance with Laws. Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

5. Indemnification.

Kirkland Indemnification. Kirkland agrees to indemnify, defend and hold Federal Way, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Kirkland, its elected officials, commissioners, officers, employees, agents, and volunteers, or by Kirkland's breach of this Agreement.

Federal Way Indemnification. Federal Way agrees to indemnify, defend and hold Kirkland, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of Federal Way, its employees or agents.

Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. Contact Persons. The Parties stipulate that the following persons shall be the contact person for their respective jurisdiction.

a. City of Kirkland:

Purchasing Agent
123 Fifth Avenue
Kirkland, WA 98033
(425) 587-3123/Fax (425) 587-3110

b. City of Federal Way:

Purchasing Coordinator
33325 8th Ave S
Federal Way, WA 98003-6325
(253) 835-2533/Fax: (253) 835-2509

7. Filing. A copy of this Agreement shall be filed with the City Clerk of the City of Federal Way, and the City Clerk for City of Kirkland, and recorded with the King County Auditor or posted on either Party's webpage as authorized by RCW 39.34.040.

8. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence for this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF the Parties have hereunto placed their hand and seals on the day and year indicated.

CITY OF KIRKLAND

CITY OF FEDERAL WAY

BY: _____
Kurt Triplett, City Manager

BY: _____
Jim Ferrell, Mayor

Date: _____

Date: _____

Approved as to Form
for City of Kirkland

Approved as to Form
for City of Federal Way

Kirkland, City Attorney

City Attorney, Amy Jo Pearsall

ATTEST: This ____ day of
_____, 2015.

ATTEST: This ____ day of
_____, 2015.

Kirkland City Clerk

Federal Way City Clerk

RESOLUTION R-5097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH CLARK REGIONAL WASTEWATER DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

1 WHEREAS, the City of Kirkland and Clark Regional Wastewater
2 District seek to enter into an intergovernmental agreement enabling the
3 City of Kirkland to purchase goods and services through Clark Regional
4 Wastewater District purchase contracts and also enabling the Clark
5 Regional Wastewater District to purchase goods and services through
6 City of Kirkland purchase contracts to the 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 Clark Regional Wastewater District to enter into an interlocal
14 cooperation agreement to perform any governmental service, activity or
15 undertaking which each contracting party is authorized by law to
16 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 that attached as Exhibit "A", which is entitled
24 "Interlocal Cooperative Purchasing Agreement."
25

26 Passed by majority vote of the Kirkland City Council in open
27 meeting this ____ day of _____, 2015.
28

29 Signed in authentication thereof this ____ day of _____,
30 2015.

MAYOR

Attest:

City Clerk

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between CLARK REGIONAL WASTEWATER DISTRICT, a public agency of the State of Washington, and the CITY OF KIRKLAND, a public agency 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;

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 and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contract 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.
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 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.
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. 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 or posted on a website 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 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.
12. SEVERABILITY: Any provision of this agreement, which 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.

CRWWD

CITY OF KIRKLAND

By: _____
John M. Peterson, General Manager

By: _____
Kurt Triplett, City Manager

Approved as to form:

Approved as to form:

By: _____
CRWWD Attorney

By: _____
Kirkland City Attorney