



CITY OF KIRKLAND
Department of Finance and Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

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

Date: May 6, 2013

Subject: INTERLOCAL PROCUREMENT AGREEMENT WITH EASTSIDE FIRE AND RESCUE

RECOMMENDATION:

It is recommended that the City execute an Interlocal Cooperative Purchasing Agreement with Eastside Fire and Rescue of Issaquah, WA.

BACKGROUND AND DISCUSSION:

The Fire Department is seeking to replace twenty seven (27) Automated External Defibrillators (AEDs) which have exceeded their expected service life.

In researching the purchase of the replacement AED units, Fire Department staff learned that Eastside Fire and Rescue had conducted a competitive bid process in 2012 for the same type of Philips AED that the City has adopted as its standard AED. Eastside Fire and Rescue's bid process resulted in their receiving a very competitive bid from Enerspect Medical Solutions of Henderson NV.

With the pricing obtained by Eastside Fire and Rescue, the total purchase price for the AEDs, including sales tax, would be \$66,503.13. (Purchasing the same AEDs off of the Washington State Contract would cost a total of \$85,335.54.) The purchase price does include the trade-in of the City's existing AEDs which are valued at approximately \$150/ea.

The bid issued by Eastside Fire and Rescue did include language to allow other entities to engage in cooperative purchasing and the bid was publicly advertised. However, the City does not have the required Interlocal Cooperative Purchasing Agreement with Eastside Fire and Rescue.

By itself, this agreement places no financial obligation on the City. The placement of an order for the AEDs is contingent upon a review of the available funding by the Director of Finance and Administration.

This interlocal agreement complies with the intergovernmental cooperative purchasing requirements set forth in KMC 3.85.180 and RCW 39.34. The agreement is reciprocal and would allow Eastside Fire and Rescue to purchase off of contracts competitively bid by the City of Kirkland if they determine it is in their best interest to do so.

RESOLUTION R-4977

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

WHEREAS, the City of Kirkland and Eastside Fire and Rescue seek to enter into an intergovernmental agreement enabling the City of Kirkland to purchase goods and services through Eastside Fire and Rescue purchase contracts and also enabling the Eastside Fire and Rescue to purchase goods and services through City of Kirkland 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 such an interlocal cooperative purchasing agreement; and

WHEREAS, Chapter 39.34 RCW authorizes Kirkland and Eastside Fire and Rescue to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

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 of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Cooperative Purchasing Agreement."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2013.

Signed in authentication thereof this ____ day of _____, 2013.

MAYOR

Attest:

City Clerk

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between EASTSIDE FIRE & RESCUE, a public agency, and the CITY of KIRKLAND, a municipal corporation 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, Chapter 39.33 of the Revised Code of Washington provides for the 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 agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and to dispose of property 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 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.
 - C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
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 or disposal of any property 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 or disposal of property..

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 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.

EASTSIDE FIRE & RESCUE

CITY OF KIRKLAND

By: _____

By: _____
Kurt Triplett, City Manager

Approved as to form:

Approved as to form:

By: _____

By: _____
Kirkland City Attorney