



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: Barry Scott, Purchasing Agent
Date: July 23, 2015
Subject: INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH PIERCE COUNTY

RECOMMENDATION:

It is recommended that the City Manager be authorized to execute an Intergovernmental Cooperative Purchasing Agreement with Pierce County.

BACKGROUND DISCUSSION:

The Police Department's Corrections Division is considering the purchase of audiovisual equipment needed for conducting video arraignments and are looking at using a supplier that holds a Pierce County contract for equipment and installation. In the event that it is determined that the Pierce County contract best meets their needs, it will be necessary to have a cooperative purchasing agreement with Pierce County in place.

Currently, the City has cooperative purchasing agreements in place with King County, Snohomish County, Spokane County, Skagit County and Thurston County. The City also has a number of cooperative purchasing agreements with other cities and special districts.

The interlocal agreement will allow the City to purchase off of competitively bid contracts awarded by Pierce County, when it has been determined to be in the best interest of the City to do so. It will also allow Pierce County to purchase off of competitively bid contracts awarded by the City.

Pierce County has asked that we execute their standard agreement. Staff has determined that this agreement complies with the intergovernmental cooperative purchasing requirements set forth in KMC 3.85.180 and RCW 39.34. By itself, this agreement places no financial obligation on the City of Kirkland.

RESOLUTION R-5139

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

1 WHEREAS, the City of Kirkland and Pierce County seek to enter
2 into an intergovernmental agreement enabling the City of Kirkland to
3 purchase goods and services through Pierce County purchase
4 contracts and also enabling Pierce County to purchase goods and
5 services through City of Kirkland purchase contracts to the extent
6 permitted by law; and
7

8 WHEREAS, the City Council has determined it to be in the
9 best 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 the City of
13 Kirkland and Pierce County to enter into an interlocal cooperation
14 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
19 City 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
24 entitled "Intergovernmental 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

Exhibit A

PIERCE COUNTY

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

TERMS OF AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, Pierce County, Purchasing Department, hereinafter called "Pierce County" and the following named public agency or political subdivision of the State of Washington, City of Kirkland, hereinafter called the "Public Agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Pierce County, in contracting for the purchase of goods and services for itself agrees to seek the same or similar terms for the Public Agency, where appropriate in Pierce County's sole discretion, to the extent permitted by law.
2. The method of financing or payment of purchases pursuant to this agreement shall be through budgeted funds or other available funds of the Public Agency. Any services or goods procured by the Public Agency under these contracts shall remain the exclusive property of or under control of said Public Agency.
3. Whenever Pierce County has included in contracts with any vendor the authority for the purchase of goods and/or services by a Public Agency, the Public Agency may purchase on the same terms and conditions as Pierce County. Such purchase may be affected by a direct contract between the Public Agency and the vendor. Pierce County accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor; and Pierce County accepts no responsibility for the payment of the purchase price by the Public Agency.
4. This agreement shall remain in force until canceled by either party in writing.
5. 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. Pierce County and the Public Agency each reserve the right to exclude the other from any particular purchasing contract, with or without notice.
6. 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. The Public Agency agrees to defend, indemnify and hold harmless the County, its' officers, agents or employees from any claims, costs and/or demands arising out of or related to this agreement.
7. Pierce County will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of Pierce County. The Public Agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the Public Agency in question.

8. Debarment and Suspension Certification

Both the County and the public agency certifies to the best of their respective knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the County and/or the public agency are unable to certify to any of the statements in this certification, they shall attach an explanation to this agreement.

Pierce County
Purchasing Division
615 South 9th Street, Suite 100
Tacoma, WA 98405-4673
798-253-7730

Jena Richmond, CPPB
Purchasing Agent

Date: _____

Approved as to legal form only:

Deputy Prosecuting Attorney

Public Agency City of Kirkland

Address: 123 5th Ave

City/State/Zip: Kirkland, WA 98033

Telephone: 425-587-3123 (Purchasing Agent)

Name of Individual: Kurt Triplett

Title: City Manager

Signature: _____

Date: _____