



CITY OF KIRKLAND

City Attorney's Office

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www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Robin S. Jenkinson, City Attorney

Date: November 10, 2008

Subject: Interlocal Procurement Agreement

RECOMMENDATION:

The City Council passes the attached resolution which would authorize the City Manager to sign an Interlocal Procurement Agreement with the North East County Regional Public Safety Communications Agency (NORCOM). The Agreement would enable NORCOM to purchase goods and services through City of Kirkland purchase contracts and also enable City of Kirkland to purchase goods and services through NORCOM purchase contracts.

BACKGROUND:

RCW 39.34.080, a section of the Interlocal Cooperation Act, authorizes cooperative action, including joint purchases, by different governmental entities. The Interlocal Procurement Agreement will allow the City and NORCOM to utilize each other's purchasing contracts as authorized by RCW 39.34.080.

Please do not hesitate to contact me with any questions.

RESOLUTION R-4732

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL PROCUREMENT AGREEMENT WITH THE NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY (NORCOM) AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the City of Kirkland and the North East King County Regional Public Safety Communications Agency (NORCOM) seek to enter into an intergovernmental agreement enabling NORCOM to purchase goods and services through City of Kirkland purchase contracts and also enabling the City of Kirkland to purchase goods and services through NORCOM 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 procurement 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 Interlocal Procurement 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 of the Kirkland City Council in open meeting this ____ day of _____, 2008.

Signed in authentication thereof this ____ day of _____, 2008.

MAYOR

ATTEST:

City Clerk

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY ("NORCOM"), a Washington nonprofit corporation, 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.

Consistent with Section 7.1 of NORCOM'S bylaws, expenditures by NORCOM pursuant to this Agreement shall not exceed \$50,000.

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: Each party shall file or post executed copies of this Agreement 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.

NORCOM

CITY OF KIRKLAND

By: _____
Chris Fischer, Executive Director

By: _____
David Ramsay, City Manager

Approved as to form:

Approved as to form:

By: _____
NORCOM Attorney

By: _____
Kirkland City Attorney

ATTEST:

City Clerk

Date _____