Council Meeting: 04/07/2009
Agenda: Approval of Agreements
Item #: 8. g. (3).

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

MEMORANDUM

To: David Ramsay, City Manager

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

Date: March 25, 2009

Subject: INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF WASHINGTON

RECOMMENDATION:

It is recommended that the City execute an Interlocal Agreement with the University of Washington for the purpose of purchasing Steelcase furniture products and services using the University's contract with Bank & Office Interiors.

BACKGROUND AND DISCUSSION:

This Interlocal Agreement will allow the City the opportunity to purchase Steelcase products and related services from the University's contract with Bank & Office Interiors. The City has an immediate need to use this agreement for the purchase of Steelcase products for the City Hall Annex project. The University of Washington awarded this contract by using a competitive Request for Proposals process.

This agreement will place no financial obligation on the City.

This agreement complies with the intergovernmental cooperative purchasing requirements set forth in KMC 3.85.180 and RCW 39.34.

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RESOLUTION R-4753

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

WHEREAS, the City of Kirkland and the University of Washington seek to enter into an intergovernmental cooperative purchasing agreement enabling the City of Kirkland to purchase goods and services through the University of Washington's contract number SL0206 with Workplace Development, LLC, dba Bank and Office Interiors; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington and Section 3.85.180 of the Kirkland Municipal Code provide the authority for the City of Kirkland to enter into cooperative purchasing agreements with other public agencies; 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

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 an Interlocal Agreement with the University of Washington substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 7th day of April, 2009.

Signed in authentication thereof this ____ day of _____, 2009.

_____
MAYOR

ATTEST:

_____
City Clerk

R-4753
Exhibit A

INTER-LOCAL AGREEMENT
U.W. CONTRACT SL0206

Pursuant to Chapter 39.34 RCW and to other provisions of law, the University of Washington ("University") and the following named municipal corporation or political subdivision of the State of Washington, or political subdivision of another state, **The City of Kirkland** (hereinafter called the "Political Subdivision") hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is to purchase goods and services from Workspace Development, LLC, dba Bank and Office Interiors ("Vendor") pursuant to the Master Contract Between University and Vendor, Contract Number SL0206 ("Contract"), dated November 2, 2006, upon the following terms and conditions:

(1) The University has contracted for the purchase of goods and services from Vendor according with the laws and regulations governing purchases by and on behalf of the University.

(2) The bid or solicitation notice for the Contract was posted on a web site established and maintained by the Journal of Commerce for the purposes of posting public notice of bid and proposal solicitations.

(3) The Political Subdivision may purchase goods and services covered by the Contract on the same terms and conditions as the University. Purchases by the Political Subdivision may be made by a purchase order issued by the Political Subdivision to the Vendor. The Political Subdivision accepts full responsibility for payment for any goods and services it purchases under the Contract.

(4) The Political Subdivision reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to the University.

(5) This Agreement shall be effective on the later of the two signature dates appearing below, and shall continue in force until cancelled in writing by either party.

(6) The Political Subdivision agrees that all purchases from the Contract will be made only for the direct use of the Political Subdivision and will not be made on behalf of other jurisdictions.

(7) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement.

(8) The Political Subdivision shall be responsible for filing a copy of this Agreement with its county auditor's office or having this Agreement posted on its website or another electronically retrievable public source as required by RCW 39.34.040.

(9) By its signature below, the University confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.080. Similarly, by its signature below, the Political Subdivision confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.080.

(10) NOTICES: Any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below

University of Washington contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Name: Claudia Christensen
Address: 3917 University Way NE
City, St. Zip Seattle, WA 98195
Phone Number (206) 543-4156
Federal ID #: _____
Fax Number: (206) 543-3854
Email Address: claudiac@u.washington.edu

Political Subdivision contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Political Subdivision Name: City of Kirkland
Name: Barry Scott, Purchasing Agent
Address: 123 5th Ave
City, St. Zip Kirkland, WA 98033
Phone Number 425-587-3123
Federal ID #: 91-6001255
Fax Number: 425-587-3123
Email Address: bscott@ci.kirkland.wa.us

The undersigned has read, understands and agrees to the terms and conditions of this agreement.

Political Subdivision Authorized Signature: _____

Name: David Ramsay
Title: City Manager
Address: 123 5th Ave, Kirkland, WA 98033
Phone Number: 425-587-3001
Date: _____

FOR UNIVERSITY OF WASHINGTON USE ONLY (Completed by University, this page will be returned to you in executed copy)

University has assigned you customer number _____. Please provide this number when ordering from contracts or communications with University.

UNIVERSITY AUTHORIZED SIGNATURE

_____
Name Title Date