



CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: John Starbard, Deputy Public Works Director
Kathy Brown, Public Works Director

Date: March 19, 2019

Subject: RESOLUTION TO AUTHORIZE AN INTERLOCAL COOPERATIVE PURCHASING AND RECIPROCAL STAFF SERVICES AGREEMENT WITH THE CITY OF KENMORE

RECOMMENDATION:

City Council authorizes the City Manager to execute an interlocal agreement with the City of Kenmore for the purposes of cooperative purchasing and reciprocal staff services.

Approval of this memo by adopting the Consent Calendar passes the resolution that authorizes the City Manager to enter into an interlocal agreement with the City of Kenmore.

BACKGROUND DISCUSSION:

Kirkland initiated a slurry seal program in 2002 and has completed slurry seal projects most years since then. A slurry seal is a type of paving method that is used best to extend the life of a road that has a modest level of wear. It is more economical than an overlay, but some roads are poor candidates for a slurry seal when the conditions merit an overlay. For many years, Kirkland was one of the few cities in this area that used slurry seals to any degree. As a consequence, Kirkland staff developed expertise in designing and implementing a slurry seal program. Kirkland also has refined its public information processes over the years about what a slurry seal is, why it's used, and what the public should expect in both the days and years after application. Our public information materials were improved in 2013 following several focus groups and other outreach efforts. Periodically, other cities contact Kirkland to learn more about slurry seal.

Recently, the City of Kenmore contacted Kirkland stating that it was planning to follow Kirkland's practice and initiate a regular slurry seal program for its qualifying roads. Aware of the City's expertise, it asked if it could consult with and learn from Kirkland staff for how to administer a slurry seal program, including public outreach, and explore the possibility of the two cities bidding their respective programs together this year in the hope of obtaining better prices because of the volume of the combined programs. Kenmore offered to reimburse Kirkland for its staff time.

Kirkland staff was quite willing to help Kenmore and to test whether a combined bid advertisement might yield better prices. It is also true that Kirkland's capital improvement staff is exceedingly busy and do not have much time to spare. Kirkland staff agreed to meet with Kenmore staff for free as an intergovernmental courtesy to give them a range of information, pointers, and recommendations. It was thought that it might be a reasonable idea to have a provision for reimbursement of staff time in the event more help was needed than could be provided as a courtesy, and that such a provision should be reciprocal. Further, were the two cities to pursue a combined bid request and potential contract, then a cooperative purchasing agreement would be needed.

The two cities amicably negotiated a proposed interlocal cooperative purchasing and reciprocal staff services agreement. The proposed agreement:

- Authorizes the two cities to jointly bid for any goods and services and/or to provide reciprocal staff services when there is a mutual interest;
- Requires the parties to pay for only what benefits the respective party; and
- When there is a mutual interest, the parties may provide reciprocal staff services at no cost, but that the parties may agree in advance for the staff services to be provided at a cost agreed to by the parties via the cities' administrations.

The duration of the proposed agreement is until it is cancelled in writing by either party.

According to RCW 39.34.030(2), interlocal agreements must be authorized by the governing bodies of the public agencies that are parties to the agreement. The Kenmore City Council is slated to act on this agreement on April 15.

If this agreement is authorized by both cities, then the two staffs will meet to begin working out scope issues, schedules, technical and public outreach details, and the structure of a bid document for slurry seals this year. While Kirkland will continue to aid Kenmore, Kenmore has retained an engineering firm to work on details specific to Kenmore's slurry seal program.

The parties are unsure whether there will be a financial benefit from a combined bid. Regardless, Kirkland staff will return to the Kirkland Council later this year to seek authorization to commence work on the 2019 Kirkland slurry seal program once bids are in hand.

Attachment A: Resolution

Exhibit A to the Resolution: Proposed Interlocal Agreement

RESOLUTION R-5365

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND
AUTHORIZING AN INTERLOCAL AGREEMENT FOR COOPERATIVE
PURCHASING AND RECIPROCAL STAFF SERVICES.

1 WHEREAS, the cities of Kenmore and Kirkland adjoin one
2 another and enjoy a relationship of municipal partnership; and
3

4 WHEREAS, both cities will be implementing a pavement program
5 in the summer of 2019 and there may be opportunities to work with
6 each other on those programs and perhaps realize economies of scale
7 by advertising for bids together; and
8

9 WHEREAS, there may be other, future opportunities to
10 cooperatively purchase goods and services and/or to provide reciprocal
11 staff support from time to time where there is a mutual interest; and
12

13 WHEREAS, Chapter 39.34 RCW authorizes the parties to enter
14 into an interlocal cooperation agreement to perform any governmental
15 service, activity, or undertaking that each contracting party is authorized
16 by law to 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 the attached "Exhibit A," which is entitled
24 "Interlocal Cooperative Purchasing and Reciprocal Staff Services
25 Agreement."
26

27 Passed by majority vote of the Kirkland City Council in open
28 meeting this ____ day of _____, 2019.
29

30 Signed in authentication thereof this ____ day of _____,
31 2019.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

INTERLOCAL COOPERATIVE PURCHASING AND RECIPROCAL STAFF SERVICES AGREEMENT

THIS AGREEMENT is between the CITY of KENMORE, a municipal corporation of the State of Washington, 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, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; and

WHEREAS, the parties desire to lend staff to each other from time to time on projects or capital improvements where the parties have a mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSES: One purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and to authorize the purchase or acquisition of goods and services under contract where a price is extended by either party's bidder to other governmental agencies. Another purpose of this agreement is to authorize the parties to provide reciprocal staff services for projects or capital improvements of mutual interest to the parties.
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; and
 - C. Providing reciprocal staff services for projects or capital improvements of mutual interest to the parties.
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 for the purchase or acquisition of goods and services shall be through budgeted funds or other available funds of the party for whose use the good or service is actually purchased or acquired. Each party accepts no responsibility for the payment of the purchase or acquisition price of any goods or services intended for use by the other party.
8. RECIPROCAL STAFF SERVICES: Where the parties have a mutual interest in a project or capital improvement, the parties may agree to provide reciprocal staff services for the project or capital improvement without cost to either party; provided, that before commencement of reciprocal staff services, the parties may agree that all or a portion of any staff services be provided for cost, in a manner and at a cost agreed to by the parties. The city managers or designees of the parties shall have authority to enter into the agreements of this Section 8.
9. 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.
10. 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.
11. 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.
12. 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.
13. SEVERABILITY: Any provision of this agreement that 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.

CITY OF KENMORE

CITY OF KIRKLAND

By: _____
Rob Karlinsey, City Manager

By: _____
Kurt Triplett, City Manager

Approved as to form:

Approved as to form:

By: _____
Kenmore City Attorney

By: _____
Kirkland City Attorney

ATTEST:
Kenmore City Clerk

ATTEST:
Kirkland City Clerk

DATE _____

DATE _____