

INTERLOCAL COOPERATIVE PURCHASING AND STAFF SUPPORT 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 support to each other from time to time on projects or capital improvement where the parties have a mutual interest;

NOW, THEREFORE, the parties agree as follows:

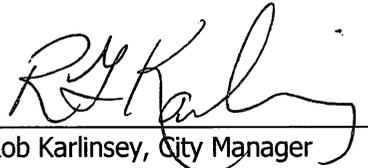
1. PURPOSE: The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contract where a price is extended by either 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. Provision of staff support from one party to the other party when the parties are working on a project or capital improvement where the parties have a mutual interest.
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. REIMBURSEMENT OF LABOR COSTS: The parties agree to provide reciprocal staff time without cost when the staff time relates to projects or capital improvements where the parties have a mutual interest. However, the parties agree that upon advanced notice and acceptance by the other party, the notifying party may bill for staff time it provides that exceeds the scope of the mutual benefit herein intended.
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, 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.

CITY OF KENMORE

CITY OF KIRKLAND

By:   
Rob Karlinsey, City Manager

By:   
Kurt Triplett, City Manager by  
Tracey Dunlap, Deputy City Manager

Approved as to form:

Approved as to form:

By:   
Kenmore City Attorney

By:   
Kirkland City Attorney

ATTEST:

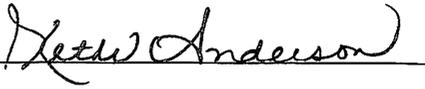
Kenmore City Clerk

  
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DATE 6/18/19

ATTEST:

Kirkland City Clerk

  
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DATE 5-24-19