



CITY OF KIRKLAND
Department of Finance and Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Greg Piland, Financial Operations Manager

Date: March 29, 2020

Subject: INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE
COMMUNITY COLLEGES OF SPOKANE

RECOMMENDATION:

It is recommended that the City Manager be authorized to execute an Interlocal Cooperative Purchasing Agreement with The Community Colleges of Spokane.

By taking action on this memo during approval of the consent calendar, the City Council is authorizing the City Manager to execute the agreement.

BACKGROUND AND DISCUSSION:

In March of 2019, the City conducted an Invitation for Bids (IFB) process for the purpose of procurement and installation of lighting equipment for the Kirkland Performance Center. The IFB included language to allow other government entities to piggyback on the contract that was to be awarded by the City. As a result of the IFB process, the City awarded the contract for procurement and installation of lighting equipment to Pacific Northwest Theatre Associates Acquisition Corporation (PNTA) of Seattle, WA.

The Community Colleges of Spokane County has indicated an interest in taking advantage of the pricing and terms provided by our contract with PNTA. In order for them to utilize the City's contract with PNTA, they must have an interlocal cooperative purchasing agreement in place with the City.

This interlocal 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. This agreement is reciprocal and will allow the City of Kirkland to purchase off contracts competitively bid by The Community Colleges of Spokane, if it is determined to be in the best interest of the City to do so.

RESOLUTION R-5429

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

1 WHEREAS, the City of Kirkland and The Community
2 Colleges of Spokane seek to enter into an intergovernmental
3 agreement enabling the City of Kirkland to purchase goods and
4 services through The Community Colleges of Spokane purchase
5 contracts and also enabling The Community Colleges of Spokane
6 to purchase goods and services through City of Kirkland
7 purchase contracts to the extent permitted by law; and
8

9 WHEREAS, the City Council has determined it to be in the
10 best interest of the City of Kirkland to enter into such an interlocal
11 cooperative purchasing agreement; and
12

13 WHEREAS, Chapter 39.34 RCW authorizes City of Kirkland
14 and The Community Colleges of Spokane to enter into an
15 interlocal cooperation agreement to perform any governmental
16 service, activity or undertaking which each contracting party is
17 authorized by law to perform.
18

19 NOW, THEREFORE, be it resolved by the City Council of the
20 City of Kirkland as follows:
21

22 Section 1. The City Manager is authorized and directed to
23 execute on behalf of the City of Kirkland an Interlocal Agreement
24 substantially similar to that attached as Exhibit "A", which is
25 entitled "Interlocal Cooperative Purchasing Agreement."
26

27 Passed by majority vote of the Kirkland City Council in open
28 meeting this ____ day of _____, 2020.
29

30 Signed in authentication thereof this ____ day of
31 _____, 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between _____The Community Colleges of Spokane_____, a Washington State agency, 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;

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.
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: 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.

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.

Community Colleges of Spokane

CITY OF KIRKLAND

By: Nanette Spear
Nanette Spear, Acting Purchasing Manager

By: _____
Kurt Triplett, City Manager

Approved as to form:

Approved as to form:

By: _____

By: _____
Kirkland City Attorney

ATTEST:

ATTEST:

City Clerk

DATE _____

DATE _____