

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b> Authorize the City Manager to execute an Intergovernmental Cooperative Purchasing Agreement with the City of Bellevue
<b>DEPARTMENT:</b> Finance
<b>PRESENTED BY:</b> Cathy Robinson, Purchasing Officer Debbie Tarry, Finance Director

**PROBLEM/ISSUE STATEMENT:**

The Cities of Shoreline and Bellevue would like to enter into an Intergovernmental Cooperative Purchasing Agreement, as allowed under RCW 39.34, Interlocal Cooperation Act. The City of Bellevue operates under the laws and regulations that apply to municipal agencies. The City of Bellevue has awarded numerous competitive bids and requests for proposals (RFP) for such items as general and heavy equipment, office supplies, audio visual equipment/supplies and computer software. These awards fulfill all state bid requirements. The proposed Intergovernmental Cooperative Purchasing Agreement will allow Shoreline to take advantage of Bellevue's contracts to acquire some of the above mentioned items. This interlocal agreement does not limit the cooperative purchasing opportunities to the items listed above, but allows for other opportunities as the need arises. Because this is an interlocal agreement, Council's authorization is required for the City Manager's execution of the agreement.

**FINANCIAL IMPACT:**

The agreement will increase Shoreline's efficiencies in bidding and contracting for supplies, material, equipment, or services that may be required from time to time by the City. This benefit is realized by Bellevue completing the formal bid procedures, including the development of bid specifications, bid documents, public advertising and process, and tabulating of bid results. With an Intergovernmental Cooperative Purchasing Agreement, the City would not have the cost of developing our bid documents and the public advertising. In addition the use of the interlocal will reduce the delivery time of the needed items to the requesting department, since Bellevue has already completed the bidding process.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the proposed Intergovernmental Purchasing Agreement with the City of Bellevue.

Approved By: City Manager  City Attorney 

Attachment A: Intergovernmental Purchasing Agreement

## INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the City of Bellevue, a political subdivision of the State of Washington, and the City of Shoreline, a public agency under the laws 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 provided for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for 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 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 contracts 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 and/or where either party's bidder is willing to extend prices to other governmental agencies.
4. **DURATION AGREEMENT – TERMINATION:** This agreement shall remain in force until cancelled 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 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 REQUIREMENT:** 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.
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 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 unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

APPROVED, CITY OF SHORELINE

\_\_\_\_\_  
 Stephen C. Burkett, City Manager      Date

APPROVED, CITY OF BELLEVUE

\_\_\_\_\_  
 Purchasing Manager      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
 Ian Sievers, City Attorney      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
 Assistant City Attorney      Date

ATTEST:

\_\_\_\_\_  
 City Clerk      Date