

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute an Interlocal Joint Purchasing Agreement with the Shoreline School District
<b>DEPARTMENT:</b>	City Attorney's Office; Public Works
<b>PRESENTED BY:</b>	Flannary P. Collins, Assistant City Attorney Jesus Sanchez, Public Works Operation Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff is requesting that the City Council authorize the City Manager to execute an Interlocal Joint Purchasing Agreement with the Shoreline School District to allow each agency to use the other agency's contracts for the purchase of supplies, materials, equipment and services. State law requires interlocal agreements be approved by the City Council.

These types of interlocal agreements, referred to as "piggybacking," are specifically authorized by RCW 39.34, the Interlocal Cooperation Act and allow agencies to make purchases from each other's contract awards. In order to do so, the Contractor must agree to offer the same price to the other agency. The lead agency does not accept any responsibility for orders or agreement entered into by the other agency, and the agency purchasing under the other agency's contracts is responsible for their own compliance with bid limits applicable to their own purchases.

The Interlocal Agreement approved by Council tonight does not authorize the purchase of any specific goods or services, and Council will need to approve any purchase utilizing the School District's contracts that exceeds the City Manager's signature authority.

The School District does intend to rely on this agreement to use the Bituminous Surface Treatment ("BST") bid price and contractor, Doolittle Construction LLC; Doolittle opted in to the School District's project (BST applied to parking lots) that was included in the specifications.

**RESOURCE/FINANCIAL IMPACT:**

This interlocal agreement allows for increased efficiencies in bidding and contracting for supplies, materials, equipment and services. Each agency will have cost savings by being able to rely on the other's bid packages and advertising, and will experience reduced delivery time since the lead agency has already completed the bidding process.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute an Interlocal Joint Purchasing Agreement with the Shoreline School District.

Approved By:        City Manager ***JU***    City Attorney ***IS***

ATTACHMENT A: Interlocal Agreement

**CITY OF SHORELINE  
INTERLOCAL JOINT PURCHASING AGREEMENT**

**TERMS OF AGREEMENT**

This Agreement is between the City of Shoreline, a political subdivision of the State of Washington, and Shoreline School District No. 412, a political subdivision 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, Chapter 28A.230 of the Revised Code of Washington provides further authority for the Shoreline School District to enter into interlocal agreements; 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. The purpose of this agreement is to acknowledge the parties' mutual interest in jointly bidding, purchasing and acquiring goods and services, and, specifically sidewalks, paving and paving restoration, where a price is extended by either party's bidder to other governmental agencies.
2. This agreement shall allow the purchase or acquisition of goods, services, and, specifically, sidewalk, paving and paving restoration, by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods, services and bid prices offered under the contract and where either party's bidder is willing to extend prices to other governmental entities.
3. For public works sidewalk, paving and paving restoration bids, the party must provide the other party with a written description of work thirty (30) days in advance of the public works bidding advertisement date.
4. Each party may insert in its solicitation for goods and services a provision that other authorized governmental agencies may also wish to procure the goods or services 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.
5. 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. Both parties, in contracting for the purchase of good and services, agrees to seek the same or similar terms for the other party. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.
7. This agreement shall remain in force until cancelled by either party in writing.
8. No new or separate legal or administrative entity is created to administer the provisions of this agreement.
9. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to public works.
10. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date written below.

CITY OF SHORELINE

SHORELINE SCHOOL DISTRICT NO. 412

\_\_\_\_\_  
Julie Underwood  
City Manager

\_\_\_\_\_  
Susanne M. Walker  
Superintendent

Date\_\_\_\_\_

Date\_\_\_\_\_