

RESOLUTION NO. 1303

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDMONDS, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN AN INTERLOCAL JOINT PURCHASING
AGREEMENT WITH ALDERWOOD WATER & WASTEWATER DISTRICT**

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between government agencies; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDMONDS,
WASHINGTON HEREBY RESOLVES AS FOLLOWS:**

Section 1 The City Council hereby authorizes by resolution the Mayor to sign an interlocal joint purchasing agreement with Alderwood Water & Wastewater District.

RESOLVED this 19th day of November, 2013.


MAYOR, DAVID O. EARLING

ATTEST/AUTHENTICATED:


CITY CLERK, SCOTT PASSEY

FILED WITH THE CITY CLERK: 11-15-13
PASSED BY THE CITY COUNCIL: 11-19-13
RESOLUTION NO. 1303

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between Alderwood Water & Wastewater District ("Alderwood"), a political subdivision of the State of Washington, and The City of Edmonds ("Edmonds"), 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 provided 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 comply with Chapter 39.34 of the Revised Code of Washington and to authorize the purchase or acquisition of goods and services under contracts where a price is extended by either party's vendor 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 (1) where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract; (2) where either party's vendor is willing to extend prices to other governmental agencies; and (3) where the original purchasing party has posted notice pursuant to RCW 39.04.030(5)(b).
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, the 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. 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.
10. 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.
11. 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 EDMONDS

David O. Earling
Authorized Signature

David O. Earling
Authorized Name (printed or typed)

Mayor
Authorized Title

11-20-13
Date

ALDERWOOD WATER &
WASTEWATER DISTRICT:

Authorized Signature

Authorized Name (printed or typed)

Authorized Title

Date

APPROVED AS TO FORM:

Sharon Cates

12-13-13
Date