



# CONTRACT ROUTING FORM

1. ORIGINATING DEPT./DIV: PWE DATE: 10/9/19

2. ORIGINATING STAFF PERSON: Bucich EXT: 7737 3. DATE REQUESTED BY: 10/11/19

4. TYPE OF DOCUMENT (CHECK ONE):
- PUBLIC WORKS CONSTRUCTION CONTRACT
  - SMALL OR LIMITED PUBLIC WORKS CONTRACT
  - GOODS AND SERVICE AGREEMENT
  - PROFESSIONAL SERVICES AGREEMENT
  - CONTRACT AMENDMENT No. \_\_\_\_ (ORIGINAL CONTRACT#): \_\_\_\_\_
  - OTHER \_\_\_\_\_
  - CDBG/HOME
  - HUMAN SERVICES
  - LEASE
  - REAL ESTATE DOCUMENT
  - GRANT AGREEMENT
  - INTERLOCAL
  - MAINTENANCE AGREEMENT
  - OFF DUTY POLICE SERVICES

5. PROJECT NAME: Interlocal Joint Purchasing Agreement, City of Bellevue, JOC

6. NAME OF CONTRACTOR: City of Bellevue

ADDRESS: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

AUTHORIZED SIGNATURE NAME: \_\_\_\_\_ TITLE \_\_\_\_\_

7. EXHIBITS AND ATTACHMENTS:  SCOPE, WORK OR SERVICES  COMPENSATION  INSURANCE REQUIREMENTS/CERTIFICATE  
 ALL OTHER REFERENCED EXHIBITS  PRIOR CONTRACT/AMENDMENTS  PROOF OF AUTHORITY  E-VERIFY  W-9

8. TERM: COMMENCEMENT DATE: When signed COMPLETION DATE: Until canceled

9. TOTAL COMPENSATION \$ Up to \$1M

CHARGE TO EDEN BARS EXPENDITURE ACCOUNT : Various, determined by work order.

10. DOCUMENT/CONTRACT REVIEW	INITIAL / DATE REVIEWED	INITIAL / DATE APPROVED
<input checked="" type="checkbox"/> PROJECT MANAGER	PAB/10/9/19	PAB 10/9/19
<input checked="" type="checkbox"/> DIRECTOR	PAB 10/9/19	PAB 10/9/19
<input type="checkbox"/> LEGAL	_____	_____

11. COUNCIL APPROVAL DATE (IF APPLICABLE) 10/7/19

12. CONTRACT SIGNATURE ROUTING

SENT TO VENDOR/CONTRACTOR DATE SENT: \_\_\_\_\_ DATE REC'D SIGNED BY CONTRACTOR: \_\_\_\_\_

ATTACH: INSURANCE CERTIFICATE, LICENSES, EXHIBITS

- CITY CLERK (ROUTE) INITIAL / DATE SIGNED 10/9/19
- CITY ATTORNEY 10/9/19 10/9/19
- CITY MANAGER \_\_\_\_\_
- CITY CLERK/ CONTRACT# 2019-152 \_\_\_\_\_
- SIGNED COPY TO ORIGINATING DEPT & A/P \_\_\_\_\_

COMMENTS:  
Council authorized CM to execute on 10/7/19. Once executed, will be sent to City of Bellevue representative for their signatures

(website-ILA)

## INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the City of Bellevue, a political subdivision of the State of Washington, and City of Lakewood, 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 solicitation 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 LAKEWOOD

John J. Caulfield 10/10/2019  
John J. Caulfield, City Manager / Date

Briana Schumacher 10/14/19  
Briana Schumacher, City Clerk / Date

Heidi Ann Wachter 10/19/19  
Heidi Ann Wachter, City Attorney / Date

APPROVED, CITY OF BELLEVUE

Jamie Robinson  
Procurement Manager Date  
10/29/19  
APPROVED AS TO FORM

Kathleen Kin 10/29/19  
Assistant City Attorney Date

ATTEST:

\_\_\_\_\_  
City Clerk Date



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.
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APPROVED, CITY OF LAKEWOOD

John J. Caulfield 10/10/2019  
John J. Caulfield, City Manager / Date

Briana Schumacher 10/10/19  
Briana Schumacher, City Clerk / Date

Heidi Ann Wachter 10/7/19  
Heidi Ann Wachter, City Attorney / Date

APPROVED, CITY OF BELLEVUE

\_\_\_\_\_  
Procurement Manager Date

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
City Clerk Date