

**KING COUNTY WATER DISTRICT NO. 90**

**KING COUNTY, WASHINGTON**

**RESOLUTION NO. 1011**

**A RESOLUTION** of the Board of Commissioners of King County Water District No. 90, King County, Washington, to enter into a Interlocal Agreement with the National Joint Powers Alliance Cooperative.

WHEREAS, King County Water District No. 90 ("District") is a water special purpose district existing pursuant to Title 57 Revised Code of Washington ("RCW") owning and operating water systems within its corporate and service area boundaries in King County, Washington for the benefit of its customers; and

WHEREAS, pursuant to RCW 57.08.050 (3), the District is authorized to purchase equipment, supplies and materials in accordance with the procedures set forth therein; provided, as an alternative to RCW 57.08.050 (3), the District is also authorized by RCW 57.08.050 (4) to purchase equipment, supplies and materials from suppliers designated on current state agency, county, city or town purchasing rosters at the price and terms as described on the applicable roster when the roster has been established in accordance with the competitive bidding law for purchases applicable to the state agency, county, city or town; and

WHEREAS, RCW 39.34.030 (1) authorizes the joint and cooperative exercise of shared powers, privileges and authority between public agencies of the State of Washington and public agencies of any other state; and, pursuant to RCW 39.34.030 (5)(b), with respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal or contract awarded by another public agency or by a group of public agencies, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency(s) that awarded the bid, proposal or contract complied with its own statutory requirements by either (i) posting the bid or solicitation notice on a web site established and maintained by a public agency or purchasing cooperative for purposes of posting public notice of bid or proposal solicitations, or (ii) providing an access link on the public agency's web portal to the notice; and

WHEREAS, the District has determined that it may be beneficial to utilize the cooperative purchasing roster maintained by the National Joint Powers Alliance ("NJPA"), a public agency authorized and existing pursuant to Minn. Stat. § 123A.21 and Minn. Stat. § 471.59 laws of Minnesota, for the possible purchase of equipment, supplies and materials; and

WHEREAS, it's necessary to enter into an interlocal agreement with the NJPA, became a participating member of the NJPA and, as such, have the legal right and authority to exercise its rights and privileges as a member of NJPA to obtain a bid to purchase equipment, supplies and materials from the NJPA purchasing roster; now, therefore,

BE IT RESOLVED by the Board of Commissioners of King County Water District No. 90, as follows:

1. The District Manager is authorized to execute an Interlocal Agreement with the NJPA, to become a participating member of the NJPA, on the form attached hereto as Exhibit 1.

**ADOPTED** by the Board of Commissioners of King County Water District No. 90, King County, Washington, at a regular open public meeting thereof on the 16<sup>th</sup> day of August, 2016.

*Sam Amira* 8/16/16  
Sam Amira, President

*Dick Gidner* 8-16-16  
Dick Gidner, Secretary

*Byron Murgatroyd* 08/16/16  
Byron Murgatroyd, Commissioner

**INTERLOCAL AGREEMENT  
BETWEEN KING DISTRICT  
WATER DISTRICT NO. 90 AND  
NATIONAL JOINT POWERS ALLIANCE®**

This Agreement, made effective on the date hereof, is between King District Water District No. 90, a Washington municipal corporation (hereinafter referred to as "the District") and National Joint Powers Alliance® (hereinafter referred to as "NJPA"), (collectively "Parties") .

**RECITALS**

A. NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

B. NJPA is a political subdivision and government unit of the State of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United State and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

C. District asserts it is authorized by its statutes, including Chapter 57.08 and Chapter 39.34 of the Revised Code of Washington, to utilize contracts competitively solicited by another governmental unit; and

D. District and NJPA desire to enter into an "Interlocal Agreement" for the purpose of District accessing available contracts for goods and services from NJPA Awarded Vendors.

E. The Parties maintain, for the benefit of the citizens of their respective jurisdictions, an organized and standard bidding structure charged with the function of securing equipment, goods and services within the limits of all appropriate bidding laws of the State of Washington and the State of Minnesota; and

F. The Parties are required to make certain purchases by a formal advertisement and bid process, and incur certain expenses, and it is in the public interest for the Parties to cooperate in purchasing activities to obtain the most favorable pricing for each party and to reduce duplicative activities; and

G. The Parties recognize and find that this Interlocal Agreement will permit the Parties to make the most efficient use of their powers by enabling them to cooperate with each other

on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities; and

H. The Parties hereto desire to set forth their rights, duties and responsibilities with respect to applicable laws, ordinances, and procedures as established by the Parties hereto and the State of Washington. The Parties may elect not to exercise their right under this Agreement every year, but may do so at any time the Agreement remains in effect.

NJPA and the District hereby agree as follows:

### **AGREEMENT**

1. NJPA will make its contacts for goods and services and/or other NJPA services available to the District. The District will be a Participating Member.
2. The District may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.
5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The District will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the District placing the order.
6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.
7. To purchase goods and services from NJPA contracts, the District must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA contracts and any requirements applicable to the District's governing body. The District must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the NJPA contract. The District will not use the goods available under NJPA contracts for purposes of resale.
8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several

contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the District to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law. The NJPA contracts utilized by the District through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345. NJPA represents and warrants it has complied with its statutory requirements under Minnesota law regarding notice for bids or proposals for goods or services subject to this Interlocal Agreement. NJPA further represents and warrants it either posted the bids or solicitation notices on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for the purposes of posting public notice of bids or proposal solicitations, or has provided an access link to the notice on the State of Washington's web portal. NJPA has maintained copies of the web postings and has records of the dates that the bids were posted on the website, and has other records showing that notices required under Minnesota law were provided.
11. No Obligation. This Interlocal Agreement does not obligate the District to acquire goods or services or dispose property through the contractual agreements of NJPA

The Parties have executed this Agreement effective the date hereof.

**King County Water District 90**

**National Joint Powers Alliance®**

By:   
Authorized Signature

Attached  
Authorized Signature

Its General Manager  
Title

\_\_\_\_\_  
Title

August 16, 2016  
Date

\_\_\_\_\_  
Date

terms of the NJPA contract. The District will not use the goods available under NJPA contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
9. There shall be no financial remunerations by the District to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law. The NJPA contracts utilized by the District through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345. NJPA represents and warrants it has complied with its statutory requirements under Minnesota law regarding notice for bids or proposals for goods or services subject to this Interlocal Agreement. NJPA further represents and warrants it either posted the bids or solicitation notices on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for the purposes of posting public notice of bids or proposal solicitations, or has provided an access link to the notice on the State of Washington's web portal. NJPA has maintained copies of the web postings and has records of the dates that the bids were posted on the website, and has other records showing that notices required under Minnesota law were provided.
11. No Obligation. This Interlocal Agreement does not obligate the District to acquire goods or services or dispose property through the contractual agreements of NJPA

The Parties have executed this Agreement effective the date hereof.

**King County Water District 90**

**National Joint Powers Alliance®**

By: \_\_\_\_\_  
Authorized Signature

  
Authorized Signature

Its \_\_\_\_\_  
Title

CEO  
Title

\_\_\_\_\_  
Date

  
Date





**GOVERNMENTAL UNIT INFORMATION**

Indicate an address to which correspondence may be delivered.

Name: King County Water Dist. #90

Address: 15606 SE 128<sup>th</sup> St.

City, State, ZIP Code Renton, WA 98059

Employer Identification Number 91-6018050

Contact Person Joshua Deraiter

Title Operations Manager

E-mail Joshd@kcwd90.com

Phone 425-255-9600

Website www.kcwd90.com

**ORGANIZATION TYPE**

Municipality- Water District

**Return completed agreement to**  
National Joint Powers Alliance®  
202 12<sup>th</sup> Street NE  
Staples, MN 56479

**Duff Erholtz**  
Phone 218-894-5490  
Fax 218-894-3045  
E-mail [duff.erholtz@njpacoop.org](mailto:duff.erholtz@njpacoop.org)