

Purchasing

CONTRACT REVIEW SHEET

A. GENERAL INFORMATION

1. Contractor Island County
2. Purpose Cooperative purchasing agreement re LIDAR
3. Contract Amount N/A Receive Disburse
4. Contract Term until termination in writing
5. Contract Administrator William D. Doyle Phone 7255
Approved: [Signature] Date _____
Department Head

B. AUDITOR-ACCOUNTING INFORMATION

1. Contract Control Number 11-024-01 SA
2. Fund/Organization Name _____
3. Payment from or Revenue to Organization/Account Number _____
4. Encumbered by N/A Date _____

C. AUDITOR'S ACCOUNTING - GRANTS REVIEW

(No signature required if not grant funded.)
1. Approve Not Approve
Reviewer _____ Date _____
2. Comments: N/A

D. DEPARTMENT OF ADMINISTRATIVE SERVICES - RISK MANAGER REVIEW

1. Approve Not Approve
Reviewer [Signature] Date 1/1/01
2. Comments: _____

E. PROSECUTING ATTORNEY REVIEW

1. Bidding Required Yes No
2. Public Works Project Yes No
3. County Resolutions Compliance Yes No N/A
4. Approve Not Approve
Reviewer [Signature] Date 12-27-00
5. Comments: _____

F. CERTIFICATION BY CONTRACT ADMINISTRATOR. THIS CONTRACT IS READY FOR CONSIDERATION BY COUNTY COMMISSIONERS.

Contract Administrator [Signature] Date 12/16/00
Date Approved by County Commissioners 1/3/01

RETURN SIGNED ORIGINALS TO: [Address]

**KITSAP COUNTY
ADMINISTRATIVE SERVICES**
614 Division Street MS-7
Port Orchard, WA 98366
(360) 337-7150

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
KC-~~02~~01

THIS AGREEMENT is between Island County and Kitsap County, political subdivisions 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 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where 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 and disposition of property 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 provision of this agreement. The administrators for this agreement shall be Randall Brackett, Construction Engineer for Island County and R'lene Orr, Purchasing Supervisor for Kitsap County. The parties will not acquire any jointly owned real or personal property under 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 agencies to avail themselves of goods and services offered under the contract.
 - C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
4. **DURATION OF 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 and or disposal of any property 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 REQUIREMENTS.** 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 or disposal of property.

COOPERATIVE PURCHASING AGREEMENT

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 and/or services a provision disclosing that other authorized government agencies may also wish to procure the goods and/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.

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 consequences 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 admission 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 provision.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

William F. Thorn
William F. Thorn, Chairman

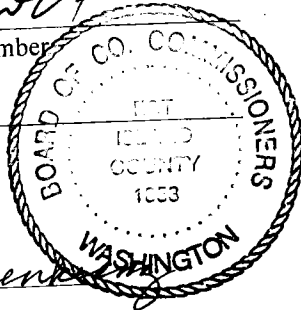
Absent
Mike Shelton, Member

Wm. L. McDowell
Wm. L. McDowell, Member

01/02/01
DATE

ATTEST:

Margaret Rosenkranz
Margaret Rosenkranz
CLERK OF THE BOARD
BICC 01-007



Approved as to Form:

David L. Jamieson, Jr.
David L. Jamieson, Jr., Deputy Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Chris Endresen
Chris Endresen, Chair

Jan Angel
Jan Angel, Commissioner

Tim Botkin
Tim Botkin, Commissioner

January 8, 2001
DATE

ATTEST:

Holly Anderson
Holly Anderson
CLERK OF THE BOARD

Approved as to Form:

Kim Howell
Deputy Prosecuting Attorney