

DATE ASSIGNED

CONTRACT AMOUN

CONTRACT NUMBE

DEPARTMENT

NOTES

CONTRACT ADMINISTRATOR

CONTRACT PARTIE

TERM

PURPOSE

DATE /REASON VOIDED

DATE SIGNED BY BCC

DATE SIGNED BY DEPT HEAD

DATE SIGNED BY CO ADMINISTRATOR

DATE HELD FOR OTHER AGENCY SIGNATURE

DATE RETURNED FROM OTHER AGENCY



Kitsap County
614 Division Street * Port Orchard, WA * 98366

CONTRACT REVIEW SHEET

A. GENERAL INFORMATION	
1. Contractor	City of Bellevue
2. Purpose	Cooperative purchasing agreement
3. Contract Amount	N/A Receive <input type="checkbox"/> Disburse <input type="checkbox"/>
4. Contract Term	Written termination by either party
5. Contract Administrator	R'lene Orr Phone 360-337-4410
Approved:	Date _____
Department Head	
B. AUDITOR - ACCOUNTING INFORMATION	
1. Contract Control Number	KC-159-05
2. Fund Name	N/A
3. Payment from-Revenue to CC/Account Nbr	N/A
4. Encumbered By	Date _____
C. AUDITOR'S ACCOUNTING - GRANTS REVIEW	
<i>(No signature required if not grant funded.)</i>	
1. <input type="checkbox"/> Approve <input type="checkbox"/> Not Approve	Date _____
Reviewer _____	
2. Comments: _____	
D. DEPARTMENT OF ADMINISTRATIVE SERVICES - RISK MANAGER REVIEW	
1. <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Not Approve	Date _____
Reviewer Mark Abernathy	March 16, 2005
2. Comments: IE	
E. DEPARTMENT OF ADMINISTRATIVE SERVICES - FISCAL REVIEW	
1. <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Not Approve	Date _____
Reviewer Ben Holland	3/21/05
2. Comments: _____	
F. PROSECUTING ATTORNEY REVIEW	
1. Bidding Required _____	Yes/Type of Statute <input checked="" type="checkbox"/> No
2. Public Works Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. County Resolutions Compliance <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
4. <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Not Approve	Date _____
Reviewer Kevin M. Howell	3-17-05
5. Comments: _____	
G. CERTIFICATION BY CONTRACT ADMINISTRATOR. THIS CONTRACT IS READY FOR CONSIDERATION BY COUNTY COMMISSIONERS.	

Contract Administrator _____ Date _____
 Date Approved by Board of Commissioners 4/25/05
 RETURN SIGNED ORIGINALS TO: Dana Hills, MS-7, X4471

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the City of Bellevue, a political subdivision of the State of Washington, and Kitsap County, 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; --

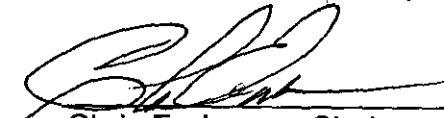
NOW, THEREFORE, the parties agree as follows:

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 solicitations 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


KITSAP COUNTY BOARD OF COMMISSIONERS 4/25/05


 Chris Endresen, Chair


 Jan Angel, Commissioner


 Patty Lent, Commissioner

ATTEST:


 Opal Robertson, Clerk of the Board

APPROVED, CITY OF BELLEVUE

 3/28/05
 Purchasing Manager Date

APPROVED AS TO FORM:

 3/31/05
 Assistant City Attorney Date

ATTEST:

 City Clerk Date



Meeting Date: *April 25, 2005*
Agenda Item No. *3. A.*

Kitsap County Board of Commissioners

Department: Department of Administrative Services, Purchasing Division
Staff Contact: R'Lene Orr, Purchasing, MS-21, 360-337-4410

Title: Interlocal Joint Purchasing Agreement between the City of Bellevue and Kitsap County

Recommended Action: Move the Board execute Interlocal Joint Purchasing Agreement between the City of Bellevue and Kitsap County

Summary: The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (RCW) provides for inter-local cooperation between governmental agencies. RCW Chapter 39.33 provides for intergovernmental disposition of property. This agreement acknowledges the parties' mutual interest to jointly bid the acquisition of goods and services where possible in order to take advantage of cost savings, as well as avoid the unnecessary expense and time delays of duplicative competitive bidding. The Agreement will remain in force unless terminated by written notice from one party to the other.

- Attachments:**
- 1. Contract Review Sheet
 - 2. Interlocal Joint Purchasing Agreement

Fiscal Impact

Expenditure required for this specific action: N/A
Total cost including all related costs: N/A
Related Revenue: N/A
Cost Savings: N/A
Total Fiscal Impact:
Source of Funds :

Fiscal Impact Review:

Departmental Coordination

Department	Representative	Recommendation/Comments
<i>DAS</i>	<i>[Signature]</i>	

Contract Information

Contract Number	Date Original Contract or Amendment(s) Approved	Amount(s) of Original Contract or Amendment(s)	Total Amount of Amended Contract
<i>KC-159-05</i>			