



**Kitsap County**  
 614 Division Street \* Port Orchard, WA \* 98366  
**CONTRACT REVIEW SHEET**

<b>A. GENERAL INFORMATION</b>	
1. Contractor	<u>Pacific County</u>
2. Purpose	<u>Intergovernmental Cooperative Agreement</u>
3. Contract Amount	<u>N/A</u> Receive <input type="checkbox"/> Disburse <input type="checkbox"/>
4. Contract Term	<u>Approval - 10 days written termination notice</u>
5. Contract Administrator	<u>R'Lene Orr</u> Phone <u>360-337-4410</u>
Approved:	<u>Ben Holland</u> Date <u>04/18/05</u> <u>Department Head</u>
<b>B. AUDITOR - ACCOUNTING INFORMATION</b>	
1. Contract Control Number	<u>KC-255-05</u> D.E.
2. Fund Name	<u>N/A</u>
3. Payment from-Revenue to CC/Account Nbr	<u>N/A</u>
4. Encumbered By	<u>N/A</u> Date _____
<b>C. AUDITOR'S ACCOUNTING - GRANTS REVIEW</b>	
<i>(No signature required if not grant funded.)</i>	
1. <input type="checkbox"/> Approve <input type="checkbox"/> Not Approve	Reviewer _____ Date _____
2. Comments: <u>N/A</u>	
<b>D. DEPARTMENT OF ADMINISTRATIVE SERVICES - RISK MANAGER REVIEW</b>	
1. <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Not Approve	Reviewer <u>Mark Abernathy</u> Date <u>4/19/05</u>
2. Comments: <u>IE</u>	
<b>E. DEPARTMENT OF ADMINISTRATIVE SERVICES - FISCAL REVIEW</b>	
1. <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Not Approve	Reviewer <u><i>[Signature]</i></u> Date <u>4-20-05</u>
2. Comments: _____	
<b>F. PROSECUTING ATTORNEY REVIEW</b>	
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	Reviewer <u>Kevin M. Howell</u> Date <u>4-19-05</u>
5. Comments: _____	
<b>G. CERTIFICATION BY CONTRACT ADMINISTRATOR. THIS CONTRACT IS READY FOR CONSIDERATION BY COUNTY COMMISSIONERS.</b>	

Contract Administrator *[Signature]* Date 4/20/05  
 Date Approved by Board of Commissioners 5/9/05  
 RETURN SIGNED ORIGINALS TO: Marilyn Osborn, MS-7, 4639



**INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

This AGREEMENT is between KITSAP COUNTY ("Kitsap"), a political subdivision of the State of Washington and PACIFIC COUNTY ("PACIFIC"), a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperative 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 Chapter 39.34 of the Revised Code of Washington provides for intergovernmental services; 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;

NOW THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this agreement is to provide for sharing in the acquisition of equipment, supplies and services; and allowing the disposal of equipment by one agency for another.
2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT. This AGREEMENT shall be administered by the KITSAP COUNTY E911 Coordinator and the PACIFIC COUNTY COMMUNICATIONS Coordinator.
3. Scope. KITSAP COUNTY, in contracting for the purpose of goods and services for itself, agrees to so contract also on behalf of PACIFIC, to the extent permitted by law and agreed upon between the parties. Likewise, PACIFIC, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of KITSAP, to the extent permitted by law and agreed upon between both parties.
4. Duration of Agreement – Termination. This AGREEMENT shall remain in force until terminated by either party by giving ten (10) day written notice to the other. PROVIDED, that termination shall not effect or impair joint purchases of the parties that are agreed to on or before the date of termination.



5. Right to Contract Independent Action Preserved. Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, whether with or without notice to the other party. PROVIDED, that nothing in the two preceding sentences shall impair existing or pending joint purchases of the parties.
6. Compliance with Legal Requirements. In making purchase contracts hereunder, the contracting party shall comply fully with the legal requirements applicable with its purchase.
7. Financing. Whenever either party desires to make purchases under a contract entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications, and other relevant information. The party whose purchases are included in contracts entered into by the other party shall likewise make timely payment therefore. Each party accepts no responsibility for the payment or acquisition price of equipment or services intended for use by the other party.
8. Acquisition, Ownership, and Disposition of Property. All purchases by either party pursuant to the terms of this AGREEMENT shall be the property of the purchaser and held or disposed of by the sole discretion of the purchaser. Any property jointly purchased shall be held or disposed of by the party in possession subject to reimbursement of any portion of its cost contributed by the other party of this AGREEMENT.
9. 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.
10. Interlocal Cooperation Disclosure. Each party may insert in its solicitations for equipment a provision that other authorized government agencies may also wish to procure the equipment 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.
11. 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. Neither party shall be responsible to the other for the performance or non-performance of contracts by vendors.
12. 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 by any person, firm, or corporation not a party to this AGREEMENT.

13. 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 provisions or affecting the validity or enforcement of such provisions.

Adopted this 22nd day of February, 2005.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Kathy Noren  
Clerk of the Board

Bud Campbell  
Chairman

Pat Hamilton  
Commissioner

Jon C. King  
Commissioner

Approved this 9th day of May, 2005.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

Opal Robertson  
Clerk of the Board

[Signature]  
Chairman

**NOT PRESENT**

Commissioner

Patty Leuk  
Commissioner







Meeting Date: May 9, 2005  
 Agenda Item No.

2. 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 Pacific County and Kitsap County

**Recommended Action:** Move the Board execute Interlocal Joint Purchasing Agreement between Pacific County 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
Admin Services	Ben Holland	

### Contract Information

Contract Number	Date Original Contract or Amendment(s) Approved	Amount(s) of Original Contract or Amendment(s)	Total Amount of Amended Contract
KC-255-05		\$0.00	



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Adopted this 22nd day of February, 2005.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Kathy Aoren  
Clerk of the Board

Bud Campbell  
Chairman

Pat Hamilton  
Commissioner

Jon C. King  
Commissioner

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

