

**KITSAP COUNTY KC-318-20**  
**INTERGOVERNMENTAL COOPERATIVE PURCHASING**  
**A G R E E M E N T**

Pursuant to Chapter 39.34 of the Revised Code of Washington and to other applicable laws, Kitsap County, Kitsap Washington and, the University of Washington, Seattle, Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

- (1) This Agreement pertains to solicitations and contracts for supplies, material, equipment or services that may be required from time to time by both parties.
- (2) Each of the parties from time to time goes out to public bid and awards contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
- (3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.
- (4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases.
- (5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
- (6) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.
- (7) The Buyer for the Kitsap County Purchasing Division and the Procurement Manager for the University of Washington shall be representatives of the entities for carrying out the terms of this Agreement.

- (8) Executed copies of this Agreement shall be filed with the county auditor or, alternately, posted online by subject as required by RCW 39.34.040 prior to this Agreement becoming effective.
- (9) This Agreement shall continue in force until canceled by either party, which cancellation shall be effective upon receipt by one of the parties of the written notice of cancellation of the other party.
- (10) Each party reserves the right to contract independently for the purpose or acquisition of goods and/or services with or without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. Each party reserves the right to exclude the other party from any particular purchasing contract with or without notice to the other.
- (11) Any property acquired by a party under this Agreement shall be the sole and separate property of the acquiring party, which shall have the sole right of disposal of that property. Any property jointly acquired under this Agreement shall require a separate written agreement to address the acquisition, storage, maintenance, insurance, and disposition of the jointly acquired property.

Approved by:

Dated this 24 day of AUGUST, 2020  
KITSAP COUNTY

Charlotte Garrido  
CHARLOTTE GARRIDO, Chair

Robert Gelder  
ROBERT GELDER,  
Commissioner

E.E. Wolfe  
EDWARD E. WOLFE  
Commissioner

ATTEST:

Dana Daniels  
Dana Daniels, Clerk of the Board

Dated this 23<sup>rd</sup> day of September, 2020  
UNIVERSITY OF WASHINGTON

DocuSigned by:  
Claudia Christensen  
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Claudia Christensen C.P.M.  
Procurement Manager

