

DATE ASSIGNED

IN DATE to  
Co. Administrator

CONTRACT NUMBE

DEPARTMENT

OUT DATE from  
Co. Administrator

CONTRACT ADMINISTRATOR

CONTRACT AMOUN

CONTRACT PARTIE

PURPOSE

NOTES:

DATE SIGNED BY BCC

TERM

DATE SIGNED BY CO ADMINISTRATOR

PAGES

DATE HELD FOR OTHER AGENCY SIGNATURE:

DATE /REASON VOIDED

DATE RETURNED FROM OTHER AGENCY:



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

|  |  |   |  |
|--|--|---|--|
| <b>A. GENERAL INFORMATION</b>  |  |   |  |
| 1. Contractor  | Manchester Water District  |   |  |
| 2. Purpose   | Interlocal Cooperative Purchasing/Public Works Agreement   |   |  |
| 3. Contract Amount   | N/A  | Receive <input type="checkbox"/>                                    | Disburse <input type="checkbox"/>      |
| 4. Contract Term   | Approval - written termination   |   |  |
| 5. Contract Administrator  | R'Lene Orr   | Phone   | 360-337-4410                           |
| <b>Approved:</b>   | Barbara Razey for Ilene Frisch   | <b>Date</b>   | 5/22/03                                |
|  | <i>Department Head</i>   |   |  |
| <b>B. AUDITOR - ACCOUNTING INFORMATION</b>   |  |   |  |
| 1. Contract Control Number   | KC-209-03  | D.E.  |  |
| 2. Fund Name   | N/A  |   |  |
| 3. Payment from-Revenue to CC/Account Nbr  | N/A  |   |  |
| 4. Encumbered By   | N/A  | <b>Date</b>   |  |
| <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   |
| <b>Reviewer</b>  |  |   | <b>Date</b>                            |
| 2. Comments:   | N/A  |   |  |
| <b>D. DEPARTMENT OF ADMINISTRATIVE SERVICES - RISK MANAGER REVIEW</b>  |  |   |  |
| 1.   | <input checked="" type="checkbox"/>  | Approve   | <input type="checkbox"/> Not Approve   |
| <b>Reviewer</b>  | Barbara Razey  | <b>Date</b>   | 5/22/03                                |
| 2. Comments:   |  |   |  |
| <b>E. 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   |
| <b>Reviewer</b>  | Kevin M. Howell  | <b>Date</b>   | 5-29-03                                |
| 5. Comments:   | Section 16 will need to recite the date of BCC approval. I will be happy to endorse my approval on the hard copy original at the signature page when it is printed?? |   |  |
|  | Will enter BCC date on signing. MO   |   |  |
| <b>F. CERTIFICATION BY CONTRACT ADMINISTRATOR. THIS CONTRACT IS READY FOR CONSIDERATION BY COUNTY COMMISSIONERS.</b> |  |   |  |
| <b>Contract Administrator</b>  |  |   | <b>Date</b> 05/29/03                   |
| <b>Date Approved By County Commissioners</b>   | 6-11-03  |   |  |

Please return signed originals to: Marilyn Osborn, MS-7, 4639

**INTER-LOCAL AGREEMENT  
REGARDING  
PUBLIC WORKS**

KC-209-03

**This Agreement** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, between **KITSAP COUNTY**, a Washington municipal corporation, hereinafter referred to as "County", and **MANCHESTER WATER DISTRICT**, a Washington municipal corporation, hereinafter referred to as "Manchester Water". Herein, the County and Manchester Water shall also be collectively referred to as "Parties" and singularly as "Party".

Washington State's Inter-local Cooperation Act, RCW, Chapter 39.34, encourages local governments to enter into agreements with one another on a basis of mutual advantage in order to make the most efficient use of their resources for the benefit of their respective constituents.

RCW 57.08.050, pertaining to water district purchases, authorizes water districts to use Washington State's Small Works Roster provisions found in RCW, Chapter 39.04, to contract for construction, building, renovation, remodeling, alteration, repair, or improvement of real property having an estimated cost not to exceed \$200,000.00, as an alternative to the formal bidding process required by law, as provided in RCW 39.04.155. Pursuant to RCW 57.08.050(1), if the provisions of the Small Works Statutes are not followed, such work having an estimated cost in excess of \$5,000.00, must not be contracted for without following Washington State's formal bidding laws.

Pursuant to RCW 57.08.050(3), water districts may not engage in the purchase of materials, supplies, or equipment, with an estimated cost in excess of \$10,000.00, without first engaging in Washington State's formal bidding process, unless the provisions of Washington's Public Works statutes (specifically, RCW 39.04.190) are followed, in which case the threshold amount increases to \$50,000.00.

The County has established small works rosters and vendor lists in compliance with RCW, Chapter 39.04, which Manchester Water seeks to use to procure construction work and to purchase materials.

These Parties have agreed to contract with one another according to the provisions of this Agreement, with the County being the lead agency, in order to most efficiently employ the benefits of Washington State's Public Works statutory provisions to their mutual benefit.

**NOW, THEREFORE, in consideration** of the foregoing recitals, and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. **Lead Agency.** Pursuant to RCW 39.04.155(3), when two or more Parties join together to establish a Small Works Roster protocol, the party serving as lead agency, who is responsible for implementing the requirements of the Small Works Roster statutory provisions, shall be clearly identified. In this case, the lead agency shall be the County and its primary obligation hereunder shall be to establish and maintain the Vendor List(s) and Small Works Roster List(s) as hereinafter identified in compliance with RCW, Chapter 39.04 now and as hereafter amended, and if the County deems it in its best interest, to create the applicable master contract(s) as referenced in Section 11. hereof. As set forth herein, it shall be Manchester Water's sole obligation to use the provided lists in accordance with all applicable laws.

2. **Vendor List(s).** Each time the County establishes or updates a list or lists of vendors in accordance with the provisions of RCW 39.04.190 dealing with the purchase of materials, equipment, supplies, and/or services (hereinafter referred to as "Vendor List"), the County shall provide or allow unrestricted access to the Vendor List(s) to Manchester Water. Manchester Water may then use the list(s) to purchase the items covered thereby.

3. **Maintenance of Vendor List(s).** The County shall have the duty to maintain the Vendor List(s) in accordance with law, and in so doing, pursuant to RCW 39.04.190, at least twice per year, it shall publish in a newspaper of general circulation in Kitsap County, a notice of the existence of one or more Vendor Lists, and solicit the names of vendors for placement on the list or lists. In its notice it may (but is not obligated to) also publish the names of all other governmental entities who have entered into agreements similar to this and who may make purchases from the said list(s).

4. **Establishment of Vendor List Procedures.** Each Party shall, for its sole use, by appropriate resolutions, establish procedures for securing telephone or written quotations, or both, from at least three different vendors on the list whenever possible to assure a competitive price is established and each shall establish other rules as deemed necessary for implementation and use of the Vendor List(s) relating to the solicitation and use of bids therefrom for that specific Party.

209

**5. Small Works Roster.** Each time the County establishes or updates a roster or rosters in accordance with the provisions of RCW 39.04.155 (also simply referred to herein as “Small Works Roster”) dealing with contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property, Manchester Water shall be provided with a copy of the roster(s), or unrestricted access thereto. Manchester Water may then use the roster(s) to contract for the type of services covered thereby.

**6. Maintenance of Small Works Roster(s).** The County shall have the duty to maintain the Small Works Roster(s) in accordance with law and shall place thereon all responsible contractors who have requested to be on any roster, and where required by law, are properly licensed or registered to perform such work in this state. The County shall have the right to require contractors to maintain current records or any applicable licenses, certifications, registrations, bonding, insurance, or other appropriate matters, on file with the County as a pre-condition to being placed and maintained on any roster. Manchester Water shall be provided with unrestricted access to all said information and documentation filed with the County.

At least once a year, pursuant to RCW 39.04.155(2), the County shall publish in a newspaper of general circulation in Kitsap County, a notice of the existence of one or more Small Works Roster(s), and solicit the names of service providers for the roster or rosters. In its notice it may also publish (but is not so obligated) the names of all other governmental entities who have entered into agreements similar to this and who may contract for work from the said roster(s).

**7. Establishment of Small Works Roster Procedures.** Each Party, for its sole use, shall, by appropriate resolution(s), establish procedures for securing telephone or written quotations, or both, from at least five contractors on the roster whenever possible to assure a competitive price is established, and each Party, for its sole use, shall establish other rules as deemed necessary for implementation and use of the Small Works Roster relating to the solicitation and use of bids. Pursuant to RCW 39.04.155(4), however, when the estimated cost of a project is from \$100,000.00 to \$200,000.00, all remaining contractors on the roster must be notified that quotations on the project are being sought.

**8. Conflicting Laws & Regulations pertaining to Manchester Water.** If there are any laws or regulations pertaining to Manchester Water, or resolutions or rules implemented by Manchester Water, adverse to the provisions of this Agreement, the provisions of this Agreement shall control, except as otherwise provided by law. It shall be the sole responsibility of Manchester Water to determine what other laws, regulations, and/or resolutions, may affect and control its contracting rights hereunder and it shall be Manchester Water’s sole duty and responsibility to follow all adverse laws and resolutions as required by law.

**9. Use of Lists Provided by County.** In making use of the Vendor Lists and Small Works Rosters provided by the County pursuant to this Agreement, it shall be the sole duty of

Manchester Water to ensure the appropriate procedures are followed in accordance with law in awarding a bid in any given instance. The County shall have no duty whatsoever to aid Manchester Water, in any manner whatsoever, in: soliciting a bid; securing a bid; awarding a contract; or otherwise ensuring Manchester Water has followed the appropriate laws and procedures.

**10. Reference Check / No Quality or Fitfulness Warranties by County.** By sharing its lists and rosters identified herein, the County does not, in any respect whatsoever, make any representations as to the qualifications of any service providers, fitness of any work to be provided, or quality of any materials supplied, generated from the lists or rosters covered hereby. It shall be the sole responsibility of Manchester Water to insure a bidder is responsible and qualified to meet the requirements of Manchester Water in any given instance, and that the services and/or materials supplied meet Manchester Water's quality and other standards.

**11. Master Contract(s).** The County may seek to establish (but is not so obligated) a master contract or contracts as permitted by RCW 39.04.155(2), to be signed by vendors or contractors as applicable, as a condition to having them listed on an applicable Small Works Roster or Vendor List, which master contract shall contain the pre-set standard terms of employment and/or purchase of items, and which will become effective when a specific award is made using a Small Works Roster or Vendor List. The said master contract can be added to after the specific award is made to establish the specific terms unique to a particular project such as the price, agreed start and completion dates, etc. Copies of any said master contract(s) regarding Vendor Lists and Small Works Rosters generated by the County shall be provided to Manchester Water for its use.

**12. Payment for Goods/Services.** After Manchester Water solicits the services or goods of any vendor or contractor from any of the lists provided by the County, it shall be the sole responsibility and duty of Manchester Water to arrange for payment for the contracted for goods or services with the applicable vendor or contractor on a timely basis.

**13. Cooperation.** These Parties shall strive to cooperate with one another in all reasonable respects and at all reasonable times so the terms and spirit of this Agreement may be fully implemented for the benefit of both Parties and any other entities that enter into similar type agreements with County.

**14. Duration / Termination.** This Agreement shall remain in effect until terminated by either Party according to the provisions of this section. It may be terminated by either Party, by the terminating party submitting written notice to the other Party of its intent to terminate this Agreement at least 30 days in advance of the termination date, which termination date shall occur on the last day of any month stated in the termination notice.

**15. Complete Agreement.** This Agreement constitutes the full and complete agreement

of the Parties as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

**16. Approval of Boards / Execution in Duplicate.** The County's Board of Commissioners duly considered and entered into this Agreement at its regularly scheduled commissioners' meeting held on the \_\_\_ day of \_\_\_\_\_, 2003. Manchester Water's Board of Commissioners duly considered and entered into this Agreement at its regularly scheduled commissioners' meeting held on the 13<sup>th</sup> day of MAY, 2003, and authorized the individuals signing this agreement, to sign the same on its behalf.

Three originals of this Agreement shall be executed with the County retaining two originals thereof, and Manchester Water retaining one original.

**17. Agreement to be filed with County Auditor.** Pursuant to RCW 39.34.040, this inter-local agreement shall be filed with the Kitsap County Auditor by the County as soon as reasonably practical after both parties have duly executed it. The County shall then notify Manchester Water in writing of the date of the said filing and the filing reference number.

**BOARD OF COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

by: *Jan Angel*  
JAN ANGEL, Chair

Date of Signing: 6/11/03

by: NOT PRESENT  
CHRIS ENDRESEN, Commissioner

Date of Signing: 6/11/03

by: *Patty Lent*  
Patty Lent, Commissioner

Date of Signing: 6/11/03

ATTEST:

by: *Opal Robertson*  
Opal Robertson  
Clerk of Board

Approved as to Form on 5/29/03 :

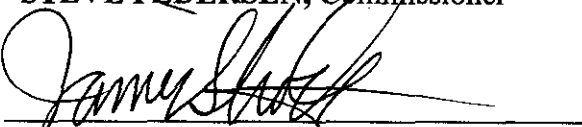
*Kevin Howell*  
Print Name: KEVIN HOWELL  
Deputy Prosecuting Attorney

**INTER-LOCAL AGREEMENT  
REGARDING PUBLIC WORKS**

**MANCHESTER WATER DISTRICT**

by:   
**STEVE PEDERSEN, Commissioner**

Date of Signing: 5-13-03

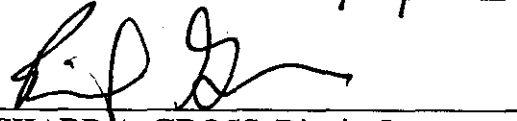
by:   
**JAMES STRODE, Commissioner**

Date of Signing: 5-13-03

by:   
**KYLE GALPIN, Commissioner**

Date of Signing: 5-13-03

Approved as to form on 5/13/03

  
**RICHARD A. GROSS, District Lawyer**





Meeting Date: June 11, 2003  
Agenda Item No.

4 E.

# Kitsap County Board of Commissioners

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

**Initials:** RO

**Title:** Interlocal Agreement between Kitsap County and the Manchester Water District

**Recommended Action:** Move the Board execute Interlocal Agreement between Kitsap County and the Manchester Water District

**Summary:** The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (RCW) provides for interlocal cooperation between governmental agencies to make the most efficient use of their resources.

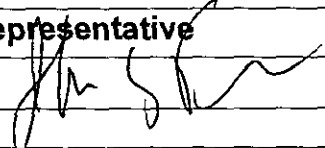
RCW 57.08.050, pertaining to water district purchases, authorizes water districts to use the provisions found in RCW, Chapter 39.04 to contract for construction, building, renovation, remodeling, alteration, repair or improvement of real property having an estimated cost not to exceed \$200,000.00, as an alternative to the formal bidding process required by law in RCW 39.04.155. This agreement allows the Water District to take advantage of Kitsap County's established small works rosters and vendor lists in compliance with RCW, Chapter 39.04, in order to procure construction work and to purchase materials.

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

### Fiscal Impact

**Expenditure Required (for this specific action):** \$0.00  
**Total Cost (including all related costs):** \$0.00  
**Related Revenue:** \$0.00  
**Cost Savings:** N/A  
**Net Fiscal Impact:** \$0.00  
**Source of Funds :** N/A

### Clearances

| Affected Departments                       | Department Representative  |
|--|--|
| Department of Administrative Services      | Ilene Frisch  |
| <b>Contract Number: KC-209-03</b>          |  |
| <b>Contract Amendments</b>                 |  |
| <b>Approval Date of Original Contract:</b> |  |
| <b>Amount of Original Contract:</b>        |  |
| <b>Total Amount of Amended Contract:</b>   |  |

G:\DAS\DATA\Wordfiles\Contracts\Purchasing\Agenda Summaries\AgManchester Water 209-03.doc