

KC-033-03

1-033 CD

DATE ASSIGNED 1/6/2003

IN DATE to Co. Administrator

CONTRACT NUMBE 33

DEPARTMENT DAS

OUT DATE from Co. Administrator

CONTRACT ADMINISTRATOR R'Lene Orr

CONTRACT AMOUN 0

CONTRACT PARTIE Washington School Information Processing Cooperative

PURPOSE Interlocal cooperative purchasing agreement

NOTES:

DATE SIGNED BY BCC 1/27/2003

TERM Indefinitely

DATE SIGNED BY CO ADMINISTRATOR

PAGES

DATE HELD FOR OTHER AGENCY SIGNATURE: 1/27/2003

DATE /REASON VOIDED

DATE RETURNED FROM OTHER AGENCY: 2/10/2003



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

**A. GENERAL INFORMATION**

1. Contractor Washington School Information Processing Cooperative  
 2. Purpose Interlocal Cooperative Purchasing Agreement  
 3. Contract Amount \$0.00 Receive  Disburse   
 4. Contract Term Approval until written termination by either party  
 5. Contract Administrator R'Yene Orr Phone 360-337-4410  
 Approved: [Signature] Date \_\_\_\_\_  
Department Head

**B. AUDITOR--ACCOUNTING INFORMATION**

1. Contract Control Number KC- 033 -03 DL  
 2. Fund Name Varies by Department  
 3. Payment from-Revenue to CC/Account Nbr \_\_\_\_\_  
 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 1/8/03  
 2. Comments: CE

**E. PROSECUTING ATTORNEY REVIEW**

1. Bidding Required \_\_\_\_\_ Yes/Type of Statute  No  
 2. Public Works Project  Yes  No  
 3. County Resolutions Compliance  Yes  No  N/A  
 4.  Approve  Not Approve  
 Reviewer [Signature] Date 1-14-03  
 5. Comments: \_\_\_\_\_

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

Contract Administrator [Signature] Date 01/14/03  
 Date Approved By County Commissioners JAN 27 03

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

033-2

Interlocal Agreement  
between  
Washington Information Processing Cooperative  
and the Kitsap County

The interlocal agreement is hereby entered into by and between the Kitsap County, Port Orchard, Washington (County), and the Washington School Information Processing Cooperative, Everett, Washington (WSIPC).

WITNESSETH:

WHEREAS, The Interlocal Cooperative Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for the interlocal cooperation between governmental agencies; 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 wish to utilize each other's contracts when it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this agreement is to authorize the acquisition of goods and services under contracts where a price is extended by the bidders to other governmental agencies.
2. Scope. This agreement shall allow the following activities:
 

Purchase or acquisition of goods and services by Kitsap County under contracts made by WSIPC where provision has been provided in such contracts for other agencies to avail themselves of goods and services offered under the contract when agreed to in advance, in writing;
3. Duration of Agreement – Termination. This agreement shall remain in force until canceled by either party by written notice to the other party.
4. 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.
5. Compliance with Legal Requirements. Each party accepts responsibility for compliance with federal, state, and local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

6. 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. Each party accepts no responsibility for the payment of the acquisition process of any goods or services intended for use by the other party. Each party shall be responsible for the ownership, holding and disposal of property acquired for such party under this agreement.
  
7. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of Revised Code of Washington prior to this agreement becoming effective.
  
8. Interlocal Cooperation Disclosure. Each party may insert in its solicitation for goods any provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the opportunity of extending its bid to those other agencies at the same price, terms, and conditions.
  
9. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, hereunder to a third party, unless mutually agreed on in writing. Neither party may assign this agreement without the written consent of the other party.
  
10. 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 for the other party for the consequences of any act or admission of the other party or of any person, firm, or corporation not a party to this agreement.

11. 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 reinforcement of such provisions.

Executed: January 29, 2007.3

By:  
Washington School Information Processing  
Cooperative  
2121 W. Casino Road  
Everett, WA 98204

1/29/03  
Dated

By:  
Kitsap County  
614 Division Street, MS: 21  
Port Orchard, WA 98366

1/27/03  
Dated

By: Jeffery A. Conklin  
JEFFERY A. CONKLIN

Print name  
C.E.O.

Title:

By: NOT PRESENT  
Jan Angel, Chair

Print name  
\_\_\_\_\_

Title:  
Chris Endresen, Commissioner

Patty Lent  
Patty Lent, Commissioner

ATTEST:  
Holly Anderson  
Holly Anderson, Clerk of the Board

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Meeting Date: January 27, 2003  
Agenda Item No.

*L. E.*

# Kitsap County Board of Commissioners

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

**Initials:** *LO*

**Title:** Interlocal Cooperative Purchasing Agreement between Kitsap County and the Washington School Information Processing Cooperative

**Recommended Action:** Move the Board execute Interlocal Cooperative Purchasing Agreement between Kitsap County and the Washington School Information Processing Cooperative

**Summary:** The Interlocal Cooperative Act (Chapter 39.34 of the Revised Code of Washington) provides for interlocal cooperation between governmental agencies. Since the County and the Washington School Information Processing Cooperative (WSIPC) are required to make certain purchases by formal advertisement and bid process, which is time consuming and expensive, it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid. This Interlocal Agreement will allow both parties to utilize each other's contracts when it is in their mutual interest. All County departments will benefit from the approval of this Agreement.

**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:** County will realize some savings from WSIPC contracts  
**Net Fiscal Impact:** Will vary by department  
**Source of Funds :** Various department funds

### Clearances

Affected Departments	Department Representative
Department of Administrative Services	Ilene Frisch <i>Ilene Frisch</i>
<b>Contract Number: KC-033-03</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>	

RET. 2/10

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