

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: 2018-036 Kitsap County Interlocal Cooperative Purchasing Agreement

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: 4/23/2018
- Approved by the City Council: _____
- Completion: until terminated
- Recorded: _____
- Certificate of Liability: _____

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department: _____
- Mayor
- Other: _____

Rhiannon Fernandez
City Clerk

05/04/2018
Date

KC-108-18
INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT ("Agreement") is made and entered by and between City of Poulsbo, a municipality, and Kitsap County, a political subdivision of the State of Washington.

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for joint or cooperative action between public agencies of this state; and

WHEREAS, the parties to this Agreement are public agencies and desire to enter into this Agreement to provide for cooperative purchasing and the ability utilize the procurement agreements of the other when it is lawful and beneficial to do so.

AGREEMENT

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 effort can be planned in advance and to authorize the purchase or acquisition of goods and services under contracts awarded through a competitive bidding process, which contain a provision authorizing other public agencies to cooperatively purchase the same.
2. **SCOPE.**
 - A. This Agreement shall allow the following activities:
 1. Purchase or acquisition of goods and services by each party acting as an agent for either or both parties, with the prior written agreement of the parties;
 2. Purchase or acquisition of goods and services by each party under contracts (i) awarded through a competitive bidding process; (ii) which contain a provision authorizing other public agencies to avail themselves of the goods and services offered under the contract, (iii) where the vendor is willing to extend prices to other public agencies; and (iv) the original purchasing party has posted notice pursuant to RCW 39.04.030(5)(b).
3. **ADMINISTRATION.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Neither party is authorized to bind the other party to any contract or obligation without the prior written consent of the other.
4. **DURATION AND TERMINATION.** This Agreement shall take effect when

executed by the legislative bodies of both parties and shall remain in effect until terminated by either party on prior written notice to the other.

5. **FILING**. Executed copies of this Agreement shall be filed with the county auditor or, alternatively, posted on line by subject as required by RCW 39.34.040 prior to this Agreement becoming effective.
6. **RIGHT TO CONTRACT INDEPENDENTLY**. Each party reserves the right to contract independently for the purchase or acquisition of any goods 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 reserve the right to exclude the other party from any particular purchasing contract with or without notice to the other party.
7. **COMPLIANCE WITH LEGAL REOUIREMENTS**. Each party is solely responsible for its own compliance with federal, state and local laws and regulations, including all procurement requirements applicable to its acquisition of goods or services obtained through the cooperative process.
8. **PROPERTY**. 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 the property. Any property jointly acquired by parties under this Agreement shall require a separate written agreement to address the acquisition, storage, maintenance, insurance and disposition of the jointly acquired property.
9. **FINANCING; BUDGET**. The method of financing of payment shall be through budgeted funds or other available funds of the party acquiring the goods or services. The party soliciting bids shall not be liable to or responsible for specifications, delivery, payment or any other aspect of the purchase or acquisition of goods or services acquired for use by the other party. Each party shall be responsible for its own budgeting.
10. **CONTACT PERSONS**. The Parties stipulate that the following persons shall be the contact person for their respective jurisdictions for purposes of this Agreement.

Kitsap County

Colby Wattling, Buyer
Department of Administrative Services
614 Division Street, MS-7
Port Orchard, Washington 98366
Tel.: (360) 337-7036
Email: cwattling@co.kitsap.wa.us

City of Poulsbo

Rhiannon Fernandez, City Clerk
200 NE Moe Street
Poulsbo, Washington 98370
Tel.: (360) 394-9711
Email: rfernandez@cityofpoulsbo.com

11. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services a provision disclosing that other authorized public agencies may also wish to procure the goods and services being offered to the party and allowing the bidder the option of extending its bid to other public agencies at the same bid price, terms and conditions.
12. GOVERNING LAW. The Agreement shall be made under, construed in accordance with, and governed by the laws of the State of Washington, without regard to conflicts of law or choice of law provisions.
13. NON-DELEGATION/NON-ASSIGNMENT. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party to the other party, in whole or in part, without the prior written consent of the other.
14. HOLD HARMLESS. Each party shall be liable and responsible only 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 omission of any person, firm or corporation not a party to this Agreement. This provision shall survive the termination of this Agreement.
15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, with each counterparts deemed an original.
16. SEVERABILITY. The provisions of this Agreement are severable. Any provision of this Agreement or application thereof, 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 enforceability of such provisions.

IN WITNESS WHEREOF, this agreement is signed by the parties this 23 day of April, 2018.

CITY OF POULSBO

**BOARD OF COUNTY COMMISSIONERS
PORT ORCHARD, WASHINGTON**

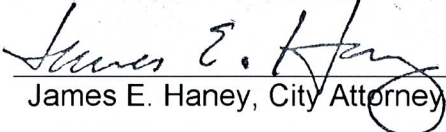


Rebecca Erickson, MAYOR

ROBERT GELDER, Chair

APPROVED AS TO FORM

EDWARD E. WOLFE, Commissioner



James E. Haney, City Attorney

CHARLOTTE GARRIDO, Commissioner

ATTEST:

ATTEST:



Rhiannon Fernandez, City Clerk

Dana Daniels, Clerk of the Board

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CITY OF POULSBO

Rebecca Erickson, MAYOR

APPROVED AS TO FORM

James E. Haney, City Attorney

ATTEST:

Rhiannon Fernandez, City Clerk

**BOARD OF COUNTY COMMISSIONERS
PORT ORCHARD, WASHINGTON**

Robert Gelder

ROBERT GELDER, Chair

E. Wolfe

EDWARD E. WOLFE, Commissioner

NOT PRESENT

CHARLOTTE GARRIDO, Commissioner

Myrtecia L. Kummer
ATTEST: *for Dana Daniels*

Dana Daniels, Clerk of the Board

