

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN KITSAP COUNTY AND  
THE CITY OF LYNNWOOD**

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies;

WHEREAS both parties are required to make certain purchases by formal advertising and bid process, which is a time consuming and expensive process; and it is in the public interest for public entities to purchase cooperatively; and

WHEREAS Kitsap County Code 4.16.160 provides authority for Kitsap County to enter into cooperative agreements with the State or any other agency, political subdivision, unit of local government to purchase goods or service cooperatively;

WHEREAS the parties desire to utilize each other's competitively-awarded contracts for purchasing supplies, materials, equipment and services when it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows to the following terms and conditions:

1. **PURPOSE:** The purpose of this agreement is to acknowledge the parties' mutual intent to allow the parties to utilize each other's competitively-awarded contracts for purchasing supplies, materials, equipment and services when it is in their mutual interest s.
2. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provision of this agreement.
3. **SCOPE:** This agreement shall allow the following activities:
  - A. Each party, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
4. **DURATION OF THE AGREEMENT:** This agreement shall remain in force until cancelled by either party in writing;
5. **RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED:** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. **COMPLIANCE WITH LEGAL REQUIREMENTS:** Each party accepts responsibility for compliance with federal, state or local laws and regulations, including in particular, bidding requirements applicable to its acquisition of goods and services.

7. **FINANCING:** Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).

8. **FILING:** Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective;

9. **INTERLOCAL COOPERATION DISCLOSURE:** Each party may insert in its solicitations for goods a provision disclosing that other authorized government agencies may also wish to procure the goods 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.

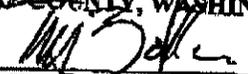
10. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

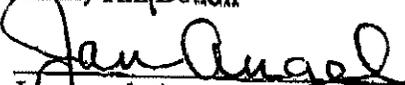
11. **HOLD-HARMLESS:** Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or cooperation not a party to this agreement. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.

12. **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 provision or affecting the validity or enforcement of such provision.

IN WITNESS WHEREOF, this agreement is signed by the parties this 16th day of Dec, 2002.

BOARD OF COUNTY COMMISSIONERS  
KITSAPE COUNTY, WASHINGTON

  
Chair, Tim Botkin

  
Jan Angel, Commissioner

  
Chris Endresen, Commissioner

ATTEST:

Holly Anderson  
Holly Anderson  
CLERK OF THE BOARD

Approved as to Form:

John S. Dolcse  
John S. Dolcse  
Deputy Prosecuting Attorney

CITY OF LYNNWOOD

By: Nancy Locke  
Name: Nancy Locke  
Title: Purchasing Mgr.  
Date: 12/23/02