



Needs Clark County
Sign.

Meeting Date:
Agenda Item No.

6/28/99

3A

Kitsap County Board of Commissioners

Department: Office of the Kitsap County Clerk
Staff Contact: Alison H. Sonntag

Title: Interlocal agreement

Action: Commissioners' signatures on two original agreements

Summary: This interlocal agreement will allow the Office of the Kitsap County Clerk to purchase an imaging system from the vendor who provided the system to Clark County. This agreement is only to allow negotiations to begin without the necessity of seeking requests for proposals.

This vendor provides an imaging system for clerks' offices which interfaces seamlessly with our existing statewide database. The system is already in place in at least 3 clerk's offices in Washington State.

Actual contract provisions will be considered separately and presented for approval once reviewed by all requisite and/or affected parties.

Attachments: 1. Contract review sheet, 2. Two original agreements & 5 copies

Fiscal Impact

Expenditure Required: None at this stage

Budgeted Amount:

Appropriation Required:

Clearances

Affected Departments	Department Representative
None at this stage	
Contract Number: KC-315-99	

CONTRACT REVIEW SHEET

A. GENERAL INFORMATION

1. Contractor Clark County
2. Purpose Interlocal Agreement for possible purchase of
Document Imaging System
3. Contract Amount N/A Receive Disburse
4. Contract Term N/A
5. Contract Administrator Alison H. Sonntag Phone (360) 337-4646
Approved: Deauc Logan Date 6/1/99
Department Head J

B. AUDITOR-ACCOUNTING INFORMATION

1. Contract Control Number KC-315-99 DE.
2. Fund/Organization Name Document Preservation 1121
3. Payment from or Revenue to Organization/Account Number 1121
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: _____

D. DEPARTMENT OF ADMINISTRATIVE SERVICES - RISK MANAGER REVIEW

1. Approve Not Approve
Reviewer W. Nojima Date 6/15/99
2. Comments: _____

E. PROSECUTING ATTORNEY REVIEW

1. Bidding Required Yes No
2. Public Works Project Yes No
3. County Resolutions Compliance Yes No N/A
4. Approve Not Approve
Reviewer Kuntzwell Date 6-2-99
5. Comments: _____

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

Contract Administrator _____ Date _____
Date Approved by County Commissioners 6-28-99

RETURN SIGNED ORIGINALS TO: _____

**INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN CLARK COUNTY AND KITSAP COUNTY**

This agreement is made and entered into by and between CLARK COUNTY, WASHINGTON and KITSAP COUNTY, WASHINGTON, both political subdivisions of the State of Washington.

WHEREAS, Chapter 39.43 RCW, the Interlocal Cooperation Act, as amended, authorizes interlocal cooperation between governmental agencies; and

WHEREAS, both parties are required to make certain purchases by 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

NOW THEREFORE, CLARK COUNTY and KITSAP COUNTY, (collectively referred to as the "parties"), both political subdivisions of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

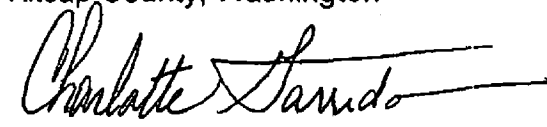
1. This Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time both by CLARK COUNTY and KITSAP COUNTY.
2. Each of the parties from time to time goes out to public bid and contracts to purchases supplies, material, equipment and services. 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. Either party shall have the right to contract independently for the purchase of any goods or services without notice to the other party. Further, each party reserves the right to exclude the other party from any particular purchasing contract with or without notice.
4. Whenever either party desires to make purchases under a contract or pursuant to a bid award entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications and other relevant information. Both parties agree to provide each other with copies of proposals, contracts, bid documents and any other documents necessary to carry out the terms of this agreement.
5. Each of the parties shall comply with all applicable laws and regulations governing its own contracting and purchases.

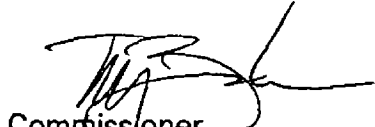
ORIGINAL


6. Each of the parties shall contract directly with the bidder, contractor, vendor, supplies, or service provider, and shall be responsible for the performance and payment of any purchasing contract obtained under this Agreement.
7. 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 party with respect to purchasing or supplying any good or service.
8. Each party shall be liable and responsible for the consequence 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.
9. 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, vendor or contractor.
10. The County Clerk for CLARK COUNTY and the County Clerk for KITSAP COUNTY shall be representatives of the parties for carrying out the terms of this Agreement.
11. This Agreement shall commence when approved by both parties and shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.
12. If a court of competent jurisdiction holds any part, term or provision of this agreement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and parties' rights and obligations shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

Dated this 28th day of June, 1999.

Board of County Commissioners
Kitsap County, Washington


Chairman


Commissioner



Commissioner

ATTEST:


Clerk of the Board

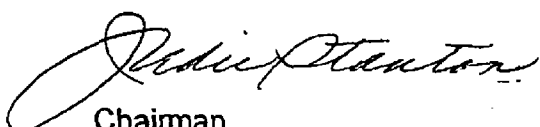
Approved as to form:

RUSSELL D. HAUGE
PROSECUTING ATTORNEY

By: 
Deputy Prosecuting Attorney

Dated this 13 day of July, 1999.

Board of County Commissioners
Clark County, Washington


Chairman

Commissioner

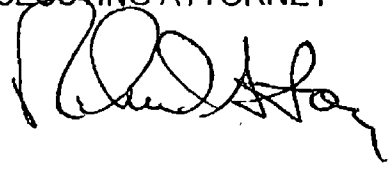
Commissioner

ATTEST:


Clerk of the Board

Approved as to form:

ARTHUR D. CURTIS
PROSECUTING ATTORNEY

By: 
Deputy Prosecuting Attorney