

# *Council of Presidents' Office*

*Representing Washington's public baccalaureate institutions*

Terry Teale, Executive Director

## MEMORANDUM

DATE: May 14, 1996

TO: PRESIDENT:

Jane Jervis  
Ivory Nelson  
Karen Morse

Richard McCormick  
Marshall Drummond  
Sam Smith

ICBO:

Sallie Giffen  
Ruta Fanning  
George Pierce

Rich Corona  
John Pettit  
Mike Stewart

cc: Greg Royer, Les Purce, Kerry Kahl

PURCHASING OFFICERS:

Mike Hardiman  
Dale Monroe  
LouAnn Pasquan  
Sharon Griffin  
Sharon Alexander

Jan Roan  
Al Whiteside  
Jay Field  
Vern Quinton

FROM: Terry Teale

SUBJECT: Interlocal Purchasing Agreement

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Enclosed is a conformed copy of the Interlocal Purchasing Agreement for Washington Institutions of Public Higher Education. The agreement is filed with the Whitman County Auditor and the Secretary of State. Also enclosed is a copy of the Adopted Bid Solicitation Guidelines. Per the agreement, institutions are now able to contract and purchase under this agreement.

COP: tteale/crs...Tue 5/14/96 12:9 pm  
INTRLCL.

FILED FOR RECORD

REQUEST OF Attorney General  
State of WA

APR 18 1996

8:00 AM

E.L. GOLDSWORTHY, COUNTY AUDITOR  
WHITMAN COUNTY, WASH  
DEPUTY *A. Quinn*

MICRO FILM NO 584582

Contract # \_\_\_\_\_

**INTERLOCAL AGREEMENT**

An Agreement Authorizing  
Sharing of Information and Contracts for Goods and Services among Institutions of Higher  
Education in the State of Washington including  
State Community and Technical Colleges

THIS AGREEMENT is among the public institutions of higher education of the State of Washington, including Washington State University, The University of Washington, Eastern Washington University, Central Washington University, Western Washington University, The Evergreen State College, and the State Board of Community and Technical Colleges on behalf of the individual community and technical colleges which are all agencies of the State of Washington, hereinafter referred to as "HIGHER EDUCATION".

**RECITALS**

1. This AGREEMENT is entered into pursuant to chapter 39.34 RCW, The Interlocal Cooperation Act.
2. The institutions of higher education purchase similar goods and services.
3. HIGHER EDUCATION views the proposed arrangement as an efficient use of their purchasing resources.

NOW THEREFORE, it is agreed as follows:

**PURPOSE**

HIGHER EDUCATION intends to share and cooperate in preparing specifications, sourcing, competitive bidding, and negotiating specific terms for goods or services that are required by the institutions.

**DURATION**

This AGREEMENT will be effective with the authorized signature of the participating institution. Any member of the group identified as HIGHER EDUCATION may discontinue this affiliation with a written notice to all other members of the group. By mutual agreement of all participating institutions, this AGREEMENT may be terminated.

RECEIVED

MAY 1 1996

## FINANCING

There will be no billable costs among participating institutions.

## SCOPE

An authorized procurement agent of any of the participating institutions will prepare specifications based on the needs of each participating institution. The institution for which that agent works will be known as "the lead institution". That agent will comply with Washington state laws and regulations for competitive solicitations on the specified goods or services. The agent will enter a contract with a vendor or vendors to provide necessary goods and services. The contract will specify that all other participating institutions may issue purchase orders based on the terms of this AGREEMENT. The contract will not be a purchase order for the good or service. Each institution will issue independent purchase orders based on their individual authorities to purchase and their specific terms and conditions.

## ADMINISTRATION

No new or separate legal or administrative entity is created to administer this AGREEMENT.

The Interinstitutional Purchasing Officers (IPOC) of the participating institutions and the Purchasing Affairs Committee of the Community and Technical Colleges (PAC) shall manage this AGREEMENT. The executive officers of IPOC and PAC shall bring matters of concern and changes to this AGREEMENT to the attention of the IPOC.

The business officers of each member institution will be regularly appraised of the progress and success of this AGREEMENT by his or her lead purchasing officer. Business officers have the authority to withdraw from or propose changes to this AGREEMENT.

Specific supplemental contracts related to the scope of this AGREEMENT may be entered into by any member of HIGHER EDUCATION without changing the relationships within this AGREEMENT.

All official notices relating to this AGREEMENT or any supplemental contract will be delivered to the chief purchasing officer of each institution.

### INDEMNIFICATION

Each member institution agrees to hold harmless all other member institutions including the Lead institution from all claims, suits, and/or actions arising from each institutions respective negligent act or omission. Each party shall be responsible for claims and/or damages to persons and/or property resulting from the negligence on the part of itself and its officers, employees and agents.

Each institution that purchases items from a Lead institution's contract shall have the duty and responsibility to enforce and defend its own rights and responsibilities against the vendor.

Where multiple member institutions are similarly situated with respect to performance problems they may, but shall not be required to, cooperate in resolving the problem.

### FILING

Copies of this AGREEMENT shall be filed with the Whitman County Auditor and the Secretary of State prior to its entry into force. The contract shall be effective upon execution by the parties and accomplishment of all filing requirements as provided herein.

Interlocal Agreement for Purchasing - Page 4

UNIVERSITY OF WASHINGTON

*John R. Pettit*  
By: John R. Pettit  
Its: Acting Executive Vice President  
Date: \_\_\_\_\_

WASHINGTON STATE UNIVERSITY

*Sallie A. Giffen*  
By: Sallie A. Giffen  
Its: Vice President for Business Affairs  
Date: 1/24/96

CENTRAL WASHINGTON UNIVERSITY

*Courtney S. Jones*  
By: Courtney S. Jones  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

EASTERN WASHINGTON UNIVERSITY

*Michael S. Stewart*  
By: Michael S. Stewart  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

THE EVERGREEN STATE COLLEGE

*Nancy McKinney and Steve Trotter*  
By: Nancy McKinney and Steve Trotter  
Its: Interim Associate Vice Presidents  
Date: for Finance & Administration

WESTERN WASHINGTON UNIVERSITY

*George A. Pierce*  
By: George A. Pierce  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE BOARD FOR COMMUNITY  
AND TECHNICAL COLLEGES

*Earl Hale*  
By: Earl Hale  
Its: Director  
Date: 1-24-96

PENINSULA COLLEGE

Joan M. Ethier  
By: Joan M. Ethier  
Its: Vice President for Adm. Services  
Date: 12/14/95

GRAYS HARBOR COLLEGE

Dale A. Johnson  
By: Dale A. Johnson  
Its: VP Admin. Services  
Date: 12/14/95

OLYMPIC COLLEGE

Michael Connolly  
By: Michael Connolly  
Its: Dean of Business Services  
Date: 12/14/95

SKAGIT VALLEY COLLEGE

Thomas W. Harker  
By: THOMAS W. HARKER  
Its: V.P. BUSINESS + ADMINISTRATIVE SERVICES  
Date: 12/14/95

EVERETT COMMUNITY COLLEGE

Susan C. Carroll  
By: Susan Carroll  
Its: President  
Date: 3/12/96

SEATTLE CENTRAL COMM. COLLEGE District

James P. St. Germain  
By: JAMES P. ST. GERMAIN  
Its: VICE CHANCELLOR BUSINESS + FINANCE  
Date: 12/14/95

NORTH SEATTLE COMM. COLLEGE

~~By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_~~

SOUTH SEATTLE COMM. COLLEGE

~~By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_~~

SHORELINE COMMUNITY COLLEGE

Keith E. LaBelle  
By: Keith E. LABELLE  
Its: V.P. for Bus.  
Date: 3-15-96

BELLEVUE COMMUNITY COLLEGE

Donald W. Noble  
By: DONALD NOBLE  
Its: V.P. ADMIN SERVICES  
Date: 12/14/95

HIGHLINE COMMUNITY COLLEGE

Laura Saunders  
By: Laura Saunders  
Its: VP Administration  
Date: Dec 14, 1995

GREEN RIVER COMMUNITY COLLEGE

R. B. Brunfield  
By: RICK BRUNFIELD  
Its: V.P. for Bus. Affairs  
Date: 12/14/95

PIERCE COLLEGE

Dean Spence  
By: Dean Spence  
Its: Exec. Dean Admin. Svcs.  
Date: 3/11/96

CENTRALIA COLLEGE

John Ward  
By: John Ward  
Its: Dean of Administration  
Date: 12/14/95

LOWER COLUMBIA COLLEGE

Hilmar H. Kuebel  
By: HILMAR H. KUEBEL  
Its: DEAN FOR ADMIN & FINANCE  
Date: 12/14/95

CLARK COLLEGE

Anthony D. Birch  
By: ANTHONY D. BIRCH  
Its: DEAN ADMINISTRATIVE SERVICES  
Date: 12/14/95

WENATCHEE VALLEY COLLEGE

Deborah A. Sanford  
By: DEBORAH A. SANFORD  
Its: DEAN, ADMINISTRATIVE SERVICES  
Date: Dec. 14, 1995

YAKIMA VALLEY COMM. COLLEGE

Karen Judge  
By: Karen Judge  
Its: VICE PRESIDENT FOR ADMIN. SERVICES  
Date: 3/8/96

SPOKANE COMMUNITY COLLEGE

Tray Conrad  
By: TRAY CONRAD  
Its: V.P. FOR BUSINESS  
Date: 12/14/95

SPOKANE FALLS COMM. COLLEGE

Tray Conrad  
By: TRAY CONRAD  
Its: V.P. FOR BUSINESS  
Date: 12/14/95

BIG BEND COMMUNITY COLLEGE

William C. Bonaudi  
By: William C. Bonaudi  
Its: President  
Date: March 18, 1996

COLUMBIA BASIN COLLEGE

W. P. Caracciolo  
By: W. P. Caracciolo  
Its: V.P. of Admin. Services  
Date: 12/14/95

WALLA WALLA COMM. COLLEGE

Beverly Jo BRANDT  
Walla Walla  
By: Beverly Jo Brandt  
Its: Sub. Mgr.  
Date: 3/25/96

WHATCOM COMMUNITY COLLEGE

CLIFF BAACKE  
By: Cliff Baacke  
Its: Dean for Administrative Services  
Date: 3/6/96

TACOMA COMMUNITY COLLEGE

SHANE CONWAY  
By: Shane Conway  
Its: Vice President of Adm. Serv.  
Date: 12-14-95

EDMONDS COMMUNITY COLLEGE

Robert L. Botley  
By: Robert L. Botley  
Its: Senior V.P. - Finance & Adm.  
Date: 12/14/95

SOUTH PUGET SOUND COMM. COLLEGE

JOHN A. HARLEY  
By: John A. Harley  
Its: DEAN OF BOUND SERVICES  
Date: 3/17/96

BELLINGHAM TECHNICAL COLLEGE

DESMOND MCARDLE  
By: Desmond McArdle  
Its: PRESIDENT  
Date: 3/13/96

LAKE WASHINGTON TECH. COLLEGE

Chuck DeMoss  
By: Chuck DeMoss  
Its: Vice President - Admin. Serv.  
Date: 12-14-95

RENTON TECHNICAL COLLEGE

Chuck DeMoss  
By: Chuck DeMoss  
Its: V.P. Finance & Admin.  
Date: 12-14-95

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BATES TECHNICAL COLLEGE

By: [Signature]  
Its: V.P. Business & Finance  
Date: 2/26/96

CLOVER PARK TECHNICAL COLLEGE

By: [Signature]  
Its: V.P. Auxiliary Services  
Date: 12-14-95

CASCADIA COMMUNITY COLLEGE

By: [Signature]  
Its: President  
Date: 2/29/96

APPROVED AS TO FORM:

[Signature]  
Assistant Attorney General  
Date: 3/29/96