

ARTICLE VIII CONTRACTS

Section One. Execution.

All contracts shall be executed by the president in the name of the Consolidated Borough of Quil Ceda Village, except as may otherwise be provided either by this charter or by law, and must be countersigned by the Village clerk, who shall number and register the contracts in a book kept for that purpose.

Section Two. Contracts for Village improvements.

Any Village improvement costing more than twenty-five-thousand Dollars (\$25,000.00) shall be executed by a written contract except where such improvement is authorized by the council to be executed directly by a Village department in conformity with detailed plans, specifications, and estimates. All contracts for more than twenty-five-thousand Dollars (\$25,000.00) shall be subject to Tulalip contracting preference laws and Ordinances.

Section Three. Purchases.

The Village manager shall contract for and purchase or issue purchase authorizations for all supplies, materials, equipment, and services for the offices, departments, and agencies of the Village.

No bids shall be required for any purchase not in excess of twenty-five-thousand Dollars (\$25,000.00). For any purchases from twenty-five-thousand Dollars (\$25,000.00) to fifty-thousand Dollars (\$50,000.00) inclusive, the Village manager or agents of the Village manager hereunder shall invite written bids from at least three [3] qualified bidders and keep a record of the bids and of the awards of purchase for public examination or inspection.

Every purchase exceeding the sum of fifty-thousand Dollars (\$50,000.00) shall be awarded to the lowest responsible bidder after such public notice and competition as provided by law, unless the council rejects all bids.

All such purchases shall be subject to the provisions of Tulalip Tribal contracting preference laws and ordinances.

Section Four. Bids.

Advertisements for bids shall distinctly and specifically state the character of the Village improvement contemplated and/or the kind of supplies, materials, equipment,

and services required. Such notice shall be published at least once in the official public media of the Village, not less than thirty (30) days prior to the opening of bids. Bidding will be by sealed proposals only and under such regulations as may be prescribed by the council.

Section Five. Transfer of property.

The Village manager may transfer supplies, materials, and equipment to or between offices, departments, and agencies, subject to such regulations as the council may prescribe.

Section Six. Fraud and collusion.

Any member of the council or any officer or employee of the Village who aids or assists a bidder in securing a contract to furnish labor, material, equipment, supplies, or services at a higher price than proposed by any other bidder, or who favors one bidder over another by giving or withholding information, or who willfully misleads any bidder in regard to the character of the labor, material, equipment supplies, or services called for, or the conditions under which the proposed work is to be done, or who knowingly accepts materials, supplies, or equipment of a quality inferior to that called for by any contract, or who knowingly certified to a greater amount of labor or service performed than has been actually performed or to receipt of a greater amount or different kind of material, supplies, or equipment than was actually received, shall be guilty of a misdemeanor and on condition thereof shall be removed from office or position.

Section Seven. Personal interest.

No member of the council or any officer or employee of the Village shall have a substantial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the Village of or to a contractor supplying the Village with any land, or rights or interests in any land, or material, supplies, equipment, or services. Any willful violations of this section shall constitute malfeasance in office, and any officer or employee of the Village found guilty thereof shall thereby forfeit his or her office or position. Any violation of this section with the knowledge, express or implied, of the persons contracting with the Village shall render the contract voidable by the Village manager or the council.

Section Eight. Lease of Village property.

The council may lease any Village land, buildings, or personal property on such