



Meeting Date:
Agenda Item No:

Kitsap County Board of Commissioners

Office/Department: Administrative Services
Staff Contact: Lee Reyes
Agenda Item Title: KC-123-23 - KC-123-23 Puget Sound Educational Service District

Recommended Action: Move that the Board of County Commissioners approve and execute the Intergovernmental Cooperative Purchasing Agreement with Puget Sound Educational Service District. KC-123-23 - KC-123-23 Puget Sound Educational Service District

Summary: Pursuant to RCW 39.34, Kitsap County has entered into an Intergovernmental Cooperative Purchasing Agreement with Puget Sound Educational Service District for cooperative purchasing of various technology goods and services.

Attachments:
 1. Contract Review Sheet
 2. Purchasing Agreement

Fiscal Impact for this Specific Action

Expenditure required for this specific action:	\$0.00
Related Revenue for this specific action:	\$0.00
Cost Savings for this specific action:	\$0.00
Net Fiscal Impact:	\$0.00
Source of Funds:	N/A

Fiscal Impact for Total Project

Project Costs:	\$0.00
Project Costs Savings:	\$0.00
Project Related Revenue:	\$0.00
Project Net Total:	\$0.00

Office/Departmental Review & Coordination

Office/Department	Elected Official/Department Director
Administrative Services	Amber Dunwiddie

Contract Information

Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-123-23	Pending	\$0.00	\$0.00

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing, Puget Sound Educational Service District (PSESD), a political subdivision of the State of Washington and **Kitsap County** (**Purchasing Agency**), hereby agree to enter into this agreement for the cooperative purchasing of various technology goods and services subject to the following terms and conditions:

1. PSESD operates the Washington Learning Source (WLS) purchasing program under which competitive bids and proposals are solicited on behalf of school districts and other educational organizations for the purchase of technology goods and services. PSESD agrees to extend the terms and conditions of said contract(s) to the Purchasing Agency, to the extent permitted by law, and agreed upon by all parties.
2. PSESD represents and warrants it has complied with its statutory requirements under Washington State law regarding notice for bids or proposals for goods or services subject to this Agreement. PSESD further represents and warrants that it posted the solicitations on the Washington's Electronic Business Solutions website.
3. The Purchasing Agency agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchase they make. PSESD makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating Purchasing Agency.
4. To purchase various technology goods and services under the vendor contract(s), Purchasing Agency shall send a purchase order or contract directly to the vendor(s) or vendor's subcontractors that are furnishing specified technology goods and services using a specified WLS contract number.
5. PSESD accepts no responsibility for any vendor or vendor's subcontractors' performance of any purchasing contract and accepts no responsibility for the payment of the purchase price by the Purchasing Agency.
6. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing body of both parties shall jointly administer this Agreement in accordance with the terms contained herein.
7. The Purchasing Agency shall be solely responsible for acquiring the products or property, and all such products or property shall be held in Purchasing Agency's name. The Purchasing Agency shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
8. The manner of financing the purchased technology goods and services under this Agreement shall be through budgeted funds or other available funds of the Purchasing Agency. Said Purchasing Agency shall be responsible for all budget and accounting procedures related to its purchases.

9. The terms of this Agreement shall be governed by the laws of the State of Washington.
10. This Agreement has been approved by the governing bodies of the Purchasing Agency and PSED by resolution, motion, or other means specifically authorized by law.
11. This Agreement shall become effective once it is fully executed and, pursuant to RCW 39.34.040, filed with the County Auditor or listed by subject on the public agency's web site or other electronically retrievable public source. The Purchasing Agency shall file or list the Agreement on their website prior to purchasing items from the WLS contract(s).
12. This Agreement shall remain in force until terminated by either party according to the terms herein. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

Purchasing Agency:

GLEN McNEILL

Glen McNeill

Signature

PURCHASING SUPERVISOR

Title

7/27/2022

Date

Washington Learning Source

Angela Polson

Signature

Learning & Development Support Systems Director

Title

7/28/22

Date

Puget Sound ESD

Joli Valentino

Signature

Executive Director Business & Operations

Title

7/28/22

Date

Interlocal for Washington Learning Source

Puget Sound ESD 800 Oakesdale AVE SW Renton, WA 98057

Dated this 3/15/23 day of _____ 2023

**PUGET SOUND EDUCATIONAL
SERVICE DISTRICT**

Joli Valentino

Print Name

Exec Dir Business and Operations

Title

Joli Valentino

Joli Valentino (Mar 15, 2023 12:34 PDT)

Signature

Dated this 10th day of April 2023

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Charlotte Garrido

CHARLOTTE GARRIDO, Chair

Robert Gelder

ROBERT GELDER, Commissioner

Katherine T. Walters

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

