



Meeting Date:  
Agenda Item No:

<b>Kitsap County Board of Commissioners</b>			
<b>Office/Department:</b>		Administrative Services	
<b>Staff Contact:</b>		Lee Reyes	
<b>Agenda Item Title:</b>		KC-208-22 – Whatcom County	
<b>Recommended Action:</b> Move that the Board of County Commissioners approve and execute the Purchasing Cooperative with Whatcom County. KC-208-22 - Whatcom County			
<b>Summary:</b>	Pursuant to RCW 39.34, Kitsap County has entered into a purchasing cooperative with Whatcom County for cooperative purchasing of supplies, goods, services and equipment as a result of competitive bidding within the qualifications or specifications established by and for Kitsap County and Whatcom County.		
<b>Attachments:</b>	<ol style="list-style-type: none"> <li>1. Contract Review Sheet</li> <li>2. Purchasing Cooperative</li> </ol>		
<b>Fiscal Impact for this Specific Action</b>			
<b>Expenditure required for this specific action:</b>		\$0.00	
<b>Related Revenue for this specific action:</b>		\$0.00	
<b>Cost Savings for this specific action:</b>		\$0.00	
<b>Net Fiscal Impact:</b>		\$0.00	
<b>Source of Funds:</b>		NA	
<b>Fiscal Impact for Total Project</b>			
<b>Project Costs:</b>		\$0.00	
<b>Project Costs Savings:</b>		\$0.00	
<b>Project Related Revenue:</b>		\$0.00	
<b>Project Net Total:</b>		\$0.00	
<b>Office/Departmental Review &amp; Coordination</b>			
<b>Office/Department</b>		<b>Elected Official/Department Director</b>	
Administrative Services		Amber Dunwiddie	
<b>Contract Information</b>			
<b>Contract Number</b>	<b>Date Original Contract or Amendment Approved</b>	<b>Amount of Original Contract Amendment</b>	<b>Total Amount of Amended Contract</b>
KC-208-22	Pending	\$0.00	



## Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

<b>A. CONTRACT INFORMATION</b> <i>(for Contract Signing Authority, see KCC 3.56.075)</i>			
1. Contractor	Whatcom County		
2. Purpose	Cooperative Purchasing Agreement		
3. Contract Amount	\$0.00	Disburse	<input type="checkbox"/>
		Receive	<input type="checkbox"/>
4. Contract Term	Until terminated in writing by either party		
5. Contract Administrator	Lee Reyes	Phone	360-337-4471
Approved:		Date	
	Department Director		
<b>B. AUDITOR – Accounting Information</b>			
1. Contract Control No.	KC-208-22		
2. Fund Name	NA		
3. Payment from-Revenue to Program/Revenue or Spend Category	NA		
Reviewer		Date	
4. Comments:			
<b>C. AUDITOR – Grant Review</b> <i>Signature only required if grant funded contract</i>			
1. <input type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved
Reviewer	NA	Date	
2. Comments:			
<b>D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review</b>			
1. <input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved
Reviewer	Timothy M. Perez	Date	4/15/2022
2. Comments:			
<b>E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review</b> <i>Signature required if \$50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)</i>			
1. <input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved
Reviewer	Aimée Campbell	Date	04/13/2022
2. Comments:			
<b>F. HUMAN RESOURCES – Human Resources Director Review</b> <i>Signature only required if union or employment contract</i>			
1. <input type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved
Reviewer		Date	
2. Comments:			
<b>G. INFORMATION SERVICES – Information Services Director Review</b> <i>Signature only required if technology contract</i>			
1. <input type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved
Reviewer		Date	
2. Comments:			
<b>H. PROSECUTING ATTORNEY</b>			
1. <input checked="" type="checkbox"/>	Approved as to Form	<input type="checkbox"/>	Not Approved as to Form
Reviewer	Susan Roger	Date	4.13.2022
2. Comments:			

Date Approved by Authorized Contract Signer:  
RETURN SIGNED ORIGINALS TO:

Date 5/9/2022  
Lee Reyes @ MS- 7

**INTERLOCAL COOPERATIVE  
PURCHASING AGREEMENT**  
KITSAP COUNTY – WHATCOM COUNTY

202205025

This Agreement, made and entered into by and between KITSAP COUNTY, State of Washington, a Washington municipal corporation (hereinafter referred to as "Kitsap County") and WHATCOM COUNTY, State of Washington, a Washington municipal corporation (hereinafter referred to as "Whatcom County"), (collectively "Parties"), and whereby the Parties agree to cooperative governmental purchasing upon the following terms and conditions:

1. **Cooperative Purchases.** The Parties hereto, pursuant to Chapters 36 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington do hereby agree to cooperatively purchase supplies, goods, services, and equipment as a result of competitive bidding and within the qualifications or specifications established by and for Kitsap County and Whatcom County.

Parties will finalize their own arrangements, including option selection, selections, trade-in, and delivery arrangements for goods, services, and equipment directly with the applicable contractor or vendor. Kitsap County and Whatcom County agree that each Party has no liability as far as the durability, serviceability, performance and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual Party and will not be perceived as selected by the other Party. Kitsap County and the Whatcom County accept no responsibility of the performance of any contracts by the contractor, and Kitsap County and Whatcom County accept no responsibility for payment of the purchase price for any contract entered into by the other Party.

2. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each Party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other Party. The Parties reserve the right to exclude the other Party from any particular purchasing or services contract, with or without notice to the other Party.

3. **Term.** This Agreement shall take effect immediately and shall continue in effect until terminated. It may be terminated by either Party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

4. **Compliance with Laws.** Each Party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that Party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

5. **Indemnification.** 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

Kitsap County Contract No.  
KC-208-22

**INTERLOCAL COOPERATIVE  
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202205025

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.

6. **Recording.** As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the respective county Auditor or posted on the respective county's website.

7. **General Provisions.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns.

8. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

9. The venue for any dispute related to this Agreement shall be in Whatcom County if the bid is issued by Whatcom County or in Kitsap County if the bid is issued by Kitsap County. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

10. Any real or personal property acquired pursuant to this Agreement shall be held by the acquiring party.

***Signatures on next page***

Kitsap County Contract No.  
KC-208-22

**INTERLOCAL COOPERATIVE  
PURCHASING AGREEMENT**  
KITSAP COUNTY – WHATCOM COUNTY

Whatcom County Contract No.

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IN WITNESS WHERE OF, the parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

WHATCOM COUNTY, WASHINGTON

Satpal Singh

Satpal Singh Sidhu, County Executive

Dated: 5/31/22

Approved as to form:

By: [Signature]  
Chief Civil Deputy

KITSAP COUNTY, WASHINGTON

[Signature]  
EDWARD E. WOLFE, Chair

[Signature]  
CHARLOTTE GARRIDO, Commissioner

[Signature]  
ROBERT GELDER, Commissioner

ATTEST:

[Signature] for  
Dana Daniels, Clerk of the Board

Dated: May 9, 2022

