



Meeting Date:  
Agenda Item No:

4/10/2023

2B

**Kitsap County Board of Commissioners**

**Office/Department:** Administrative Services  
**Staff Contact:** Lee Reyes  
**Agenda Item Title:** KC-157-23 – City of Longview

**Recommended Action:** Move that the Board of County Commissioners approve and execute the Interlocal Purchasing Cooperative with the City of Longview. KC-157-23 - City of Longview

**Summary:** Pursuant to RCW 39.34, Kitsap County has entered into a purchasing cooperative with the City of Longview 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 the City of Longview.

**Attachments:**  
 1. Contract Review Sheet  
 2. Purchasing Cooperative

**Fiscal Impact for this Specific Action**

<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

**Fiscal Impact for Total Project**

<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

**Office/Departmental Review & Coordination**

<b>Office/Department</b>	<b>Elected Official/Department Director</b>
Administrative Services	Amber Dunwiddie

**Contract Information**

<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-157-23	Pending	NA	



# 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	City of Longview
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-157-23
2. Fund Name	NA
3. Payment from-Revenue to Program/Revenue or Spend Category	NA
Reviewer	Wanit Leenanithikul Date 03/13/2023
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	N/A Date _____
2. Comments:	
<b>D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review</b>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Anastasia Johnson Date 3/13/2023
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 03/13/2023
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	Kasi Walker Date 3/10/2023
2. Comments:	

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

Date 4/10/2023  
Lee Reyes @ MS- 7

**KC-157-23**  
**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT**  
**BETWEEN KITSAP COUNTY & THE CITY OF LONGVIEW**

This Cooperative Purchasing Agreement (Agreement) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (hereinafter, the "County"), and the City of Longview, a Washington municipal corporation, having its principal offices at 1525 Broadway, Longview, Washington 98632, (hereinafter, the "City"), both public agencies within the meaning of RCW 39.34.020(1).

**Section 1. PURPOSE & SCOPE**

In accordance with Chapter 39.34 RCW, the parties wish to establish a cooperative governmental purchasing agreement, whereby one party may use the other party's competitively awarded contracts when it is consistent with those awards and applicable law and when it is in their individual interest.

This Agreement pertains to solicitations and contracts for supplies, materials, equipment, or services, that may be required from time to time by both parties.

**Section 2. ADMINISTRATION**

No separate legal or administrative entity is intended to be created pursuant to this Agreement nor do the parties intend to create through this Agreement a separate legal or administrative entity subject to suit. No obligation, except as stated herein, shall be created between the Parties or between the parties and any applicable bidder or contractor. Neither party is intending to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees.

Each party shall have a representative to administer the Agreement. Either party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

**County's Contract Representative**

Lee Reyes, Purchasing Manager  
Kitsap County  
Administrative Services Department  
614 Division Street MS 7  
Port Orchard, WA 98366

**City's Contract Representative**

Kris Swanson  
City of Longview  
City Manager  
1024 Cleveland Avenue  
Longview, WA 98273

**Section 3. FINANCING**

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 other party with respect to purchasing or supplying any good or service.

#### **Section 4. PROPERTY**

Any property acquired by a party under this Agreement shall be the sole and separate property of the acquiring party, which shall have the sole right of disposal of that property. Any property jointly acquired under this Agreement shall require a separate written agreement to address the acquisition, storage, maintenance, insurance, and disposition of the jointly acquired property.

#### **Section 5. DURATION & TERMINATION**

This Agreement will become effective upon execution by the parties. This Agreement shall continue in force until terminated by either party, which termination shall be effective upon receipt by one of the parties of the written notice of cancellation of the other party.

#### **Section 6. ADDITIONAL TERMS**

- A. Compliance with Laws. Each party agrees to comply with applicable federal, state, and local laws and regulations, 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.
- B. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases.
- C. All purchases under this Agreement shall be effected by either a purchase order or contract between the party and the vendor(s).
- D. Each party reserves the right to contract independently for the purpose or acquisition of goods and/or services with or without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. Each party reserves the right to exclude the other party from any particular purchasing contract with or without notice to the other.
- E. Severability. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid, or unenforceable, in whole or in part, shall not affect any other terms or conditions of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
- F. No Third-party Rights. This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.
- G. Assignment. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party.

- H. Hold Harmless. Each party will indemnify and hold the other party harmless as to any claim arising out of its negligence in the use of this Agreement. This section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to the same.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- J. Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

**Section 7. FILING**

This Agreement shall be filed with the Kitsap County Auditor following execution by all parties.

**For the City of Longview:**

Dated this 15<sup>th</sup> day of March, 2023



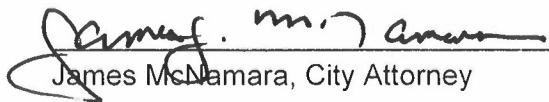
Kris Swanson, City Manager

**For Kitsap County, Washington**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Charlotte Garrido, Chair

**Approved as to form:**



James McNamara, City Attorney

\_\_\_\_\_  
Robert Gelder, Commissioner

\_\_\_\_\_  
Katherine T. Walters, Commissioner

**Attested to:**



Tiffany Ostreim, City Clerk

**Attest:**

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

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**For the City of Longview:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Kris Swanson , City Manager

**Approved as to form:**

\_\_\_\_\_  
James McNamara, City Attorney

**Attested to:**

\_\_\_\_\_  
Tiffany Ostreim, City Clerk

**For Kitsap County, Washington**

Dated this 10<sup>th</sup> day of April, 2023

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

