

3B



Meeting Date:
Agenda Item No:

Kitsap County Board of Commissioners			
Office/Department: Administrative Services			
Staff Contact: Lee Reyes			
Agenda Item Title: KC-401-22 – City of Mount Vernon			
Recommended Action: Move that the Board of County Commissioners approve and execute the Interlocal Purchasing Cooperative with the City of Mount Vernon. KC-401-22 - City of Mount Vernon			
Summary:	Pursuant to RCW 39.34, Kitsap County has entered into a purchasing cooperative with the City of Mount Vernon 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 Mount Vernon.		
Attachments:	<ol style="list-style-type: none"> 1. Contract Review Sheet 2. Purchasing Cooperative 		
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:	NA		
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-401-22	Pending	NA	



Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

A. CONTRACT INFORMATION <i>(for Contract Signing Authority, see KCC 3.56.075)</i>	
1. Contractor	City of Mount Vernon
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. AUDITOR – Accounting Information	
1. Contract Control No.	KC-401-22
2. Fund Name	NA
3. Payment from-Revenue to Program/Revenue or Spend Category	NA
Reviewer	Susanne Yost Date 09/20/2022
4. Comments:	
C. AUDITOR – Grant Review <i>Signature only required if grant funded contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date
Reviewer	N/A Date N/A
2. Comments:	
D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date
Reviewer	Timothy M. Perez Date 9/23/2022
2. Comments:	
E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review <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	Date
Reviewer	Aimée Campbell Date 09/21/2022
2. Comments:	
F. HUMAN RESOURCES – Human Resources Director Review <i>Signature only required if union or employment contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date
Reviewer	Date
2. Comments:	
G. INFORMATION SERVICES – Information Services Director Review <i>Signature only required if technology contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date
Reviewer	Date
2. Comments:	
H. PROSECUTING ATTORNEY	
1. <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	Date
Reviewer	Kasi Walker Date 9/20/2022
2. Comments:	

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

Date 11/14/2022
Lee Reyes @ MS- 7

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN
KITSAP COUNTY & CITY OF MOUNT VERNON**

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 (County), and the City of Mount Vernon, a Washington municipal corporation, having its principal offices at 1024 Cleveland Avenue, Mount Vernon, Washington 98273, (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, material, 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
Chris Phillips
City of Mount Vernon
Public Works
1024 Cleveland Avenue
Mount Vernon, 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 5. FILING


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

Dated this 25th day of October, 2022

Dated this 14th day of November, 2022

CITY OF MOUNT VERNON

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



Jill Boudreau, Mayor




EDWARD E. WOLFE, Chair

APPROVED AS TO FORM:



CHARLOTTE GARRIDO, Commissioner



Kevin Rogerson, City Attorney



ROBERT GELDER, Commissioner

ATTEST:

ATTEST:



Becky Jensen, City Clerk



Dana Daniels, Clerk of the Board

