



Meeting Date:
Agenda Item No:

Kitsap County Board of Commissioners

Office/Department: Administrative Services
Staff Contact: Lee Reyes
Agenda Item Title: KC-158-25 – Purchasing Cooperative of America (PCA)

Recommended Action: Recommend approval of the Interlocal Agreement for Cooperative Purchasing Services with PCA. KC-158-25 - Purchasing Cooperative of America (PCA)

Summary: Pursuant to RCW 39.34, Kitsap County has entered into a purchasing cooperative with the Purchasing Cooperative of America for the cooperative purchase 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 PCA.

Attachments:

1. Contract Review Sheet
2. Interlocal Agreement for Cooperative Purchasing

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-158-25	Pending	NA	



Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

A. CONTRACT INFORMATION *(for Contract Signing Authority, see KCC 3.56.075)*

1. Contractor Purchasing Cooperative of America (PCA)
 2. Purpose Interlocal Agreement for Cooperative Purchasing
 3. Contract Amount \$0.00 Disburse Receive
 4. Contract Term Perpetual until canceled by either party with 60 days notice
 5. Contract Administrator Lee Reyes Phone 360-337-4471
 6. Contract Control No. KC-158-25
 7. Fund Name NA
 8. Grant Funded Yes No
 9. Accounting Worktag / Revenue, Spend Category, or Grant NA (\$0 money agreement)
 Approved: *Amelia D. ...* Date 2/10/2025
 Department Director/Elected Official

B. AUDITOR – Funding Review

1. Approved Not Approved
 Reviewer Christopher Ferranti Date 2/14/2025
 2. Comments:

C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

1. Approved Not Approved
 Reviewer Anastasia Johnson Date 2/14/2025
 2. Comments:

D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review

1. Approved Not Approved
 Reviewer Kristofer Carlson Date 2/18/2025
 2. Comments:

E. HUMAN RESOURCES – Human Resources Director Review

Signature only required if union or employment contract

1. Approved Not Approved
 Reviewer _____ Date _____
 2. Comments:

F. INFORMATION SERVICES – Information Services Director Review

Signature only required if technology contract

1. Approved Not Approved
 Reviewer _____ Date _____
 2. Comments:

G. PROSECUTING ATTORNEY

1. Approved as to Form Not Approved as to Form
 Reviewer Susan Rogers Date 2.14.2025
 2. Comments:

Date Approved by Authorized Contract Signer:

Date 2/20/2025

RETURN SIGNED ORIGINALS TO:

Lee Reyes @ MS- 7



INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services (“Agreement”) is entered into by
and between Kitsap County, 614 Division Street, Port Orchard, WA 98366

COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS

(“PCA Member”, “Party”), a governmental entity, and Purchasing Cooperative of America (“PCA”, “Party”) on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America (“PCA”) cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the “Parties”.

RECITALS

Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Gov't. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members’ requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

Role of the PCA Member

1. Registers on the PCA website, www.pcamerica.org, or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to Members@pcamerica.org.

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes "Purchasing Cooperative of America" or "PCA" and the "Contract Number".
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

Role of the Purchasing Cooperative (PCA)

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

General Provisions

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member's use of PCA contracts shall be governed by the laws of the State of Washington, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is Kitsap County Washington.
(court jurisdiction)

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

KITSAP COUNTY, WASHINGTON

PCA Member Organization Name

Amber Dunwiddie

Authorized Signature

AMBER DUNWIDDIE

Printed Name

Title DIRECTOR

Date February 19, 2025

Designated Contact LEE REYES

Title PURCHASING & CONTRACTS MANAGER

Phone 360-337-4471

Email LREYES@KITSAP.GOV

Purchasing Cooperative of America

Dean Zajicek

PCA Authorized Signature

Dean Zajicek

Printed Name

Title Assistant Director

Date 2-20-25

Phone 844-722-6374

Email Dean@pcamerica.org

Main PCA Email pcamerica@pcamerica.org