



Meeting Date:
Agenda Item No:

<u>Kitsap County Board of Commissioners</u>			
Office/Department:		Administrative Services	
Staff Contact:		Lee Reyes	
Agenda Item Title:		KC-361-23 – Maricopa County	
Recommended Action: Move that the Board of County Commissioners approve and authorize the Chair to execute the Purchasing Cooperative Agreement with Maricopa County KC-361-23 - Maricopa County			
Summary:	Pursuant to RCW 39.34, Kitsap County has entered into a purchasing cooperative with Maricopa County 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 Maricopa County.		
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:	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-361-23	NA	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	Maricopa County
2. Purpose	Purchasing Cooperative 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
6. Contract Control No.	KC-361-23
7. Fund Name	NA
8. Payment from-Revenue to Program/Revenue or Spend Category	NA
Approved:	Date
Department Director/Elected Official	
B. AUDITOR – Funding Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Wanit Leenanithikul Date 07/18/2023
2. Comments:	
C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Timothy M. Perez Date 7/18/2023
2. Comments:	
D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Aimée Campbell Date 07/18/2023
2. Comments:	
E. 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	
Reviewer	Date
2. Comments:	
F. INFORMATION SERVICES – Information Services Director Review <i>Signature only required if technology contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Date
2. Comments:	
G. PROSECUTING ATTORNEY	
1. <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	
Reviewer	Susan Rogers Date 7.18.2023
2. Comments:	

Date Approved by Authorized Contract Signer: _____ **Date** 8/9/2023
RETURN SIGNED ORIGINALS TO: _____ Lee Reyes @ MS- 7

KC-361-23
MARICOPA COUNTY
INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN KITSAP COUNTY & MARICOPA COUNTY, ARIZONA

This Cooperative Purchasing Agreement ("Agreement") is entered into by Kitsap County, a Washington State political subdivision, an external procurement activity within the meaning of A.R.S. § 41-2631(2) and an External Procurement Entity within the meaning of section MC1-101(56) of the Maricopa County Procurement Code ("MCPC"), having its principal offices at 614 Division Street, Port Orchard, Washington, 98366, and Maricopa County, an Arizona State political subdivision, a local public procurement unit within the meaning of A.R.S § 41-2631(3) and a Public Procurement Unit within the meaning of section MC1-101(95) of the MCPC, having its principal offices at 301 W. Jefferson St, Phoenix, Arizona, both are public agencies within the meaning of RCW 39.34.020(1).

Section 1. PURPOSE & SCOPE

In accordance with Arizona Revised Statutes, Title 41, Chapter 23, Article 10, with section MC1-1003 of the MCPC and 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 consistent with those awards and applicable law and 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:

Kitsap County's Contract Representative

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

Maricopa County Contract Representative

Kevin Tyne, Chief Procurement Officer
 Maricopa County
 Office of Procurement Services
 301 W. Jefferson St. Suite 700
 Phoenix, AZ 85003

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 the same 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. Statutory Right of Cancellation For Conflict of Interest. Notice is given that, pursuant to Arizona Revised Statute (A.R.S.) § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity, or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or

commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

- F. 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.
- G. 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.
- H. Assignment. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party.
- I. 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.
- J. 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.
- K. 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.

DATED or ADOPTED this 24 day of July, 2023.

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



Charlotte Garrido

CHARLOTTE GARRIDO, Chair

NOT PRESENT

KATHERINE T. WALTERS, Commissioner

Christine Rolfes

CHRISTINE ROLFES, Commissioner

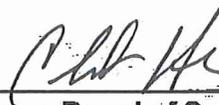
ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

DATED or ADOPTED this 9th day of August, 2023.

**BOARD OF SUPERVISORS,
MARICOPA COUNTY, ARIZONA**



Chairman, Board of Supervisors



Clerk of the Board

AUG 09 2023



Deputy Maricopa County Attorney

08/03/2023