



Meeting Date:  
Agenda Item No:

<b><u>Kitsap County Board of Commissioners</u></b>			
<b>Office/Department:</b>		Administrative Services	
<b>Staff Contact:</b>		Lee Reyes	
<b>Agenda Item Title:</b>		KC-261-23 – State of Arizona Procurement Office	
<b>Recommended Action:</b> Move that the Board of County Commissioners approve and authorize the Chair to execute the Purchasing Cooperative Agreement with Arizona State KC-261-23 - State of Arizona Procurement Office			
<b>Summary:</b>	Pursuant to RCW 39.34, Kitsap County has entered into a purchasing cooperative with the State of Arizona Procurement Office 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 State of Arizona.		
<b>Attachments:</b>	1. Contract Review Sheet 2. Purchasing Agreement		
<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-261-23	NA	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	State of Arizona Procurement Office
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-261-23
7. Fund Name	NA
8. Payment from-Revenue to Program/Revenue or Spend Category	NA
<b>Approved:</b>	<b>Date</b>
Department Director/Elected Official	
<b>B. AUDITOR – Funding Review</b>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
<b>Reviewer</b>	Wanit Leenanithikul <b>Date</b> 08/07/2023
2. Comments:	
<b>C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review</b>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
<b>Reviewer</b>	<b>Date</b>
2. Comments:	
<b>D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review</b>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
<b>Reviewer</b>	Aimée Campbell <b>Date</b> 08/08/2023
2. Comments:	
<b>E. 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	
<b>Reviewer</b>	<b>Date</b>
2. Comments:	
<b>F. 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	
<b>Reviewer</b>	<b>Date</b>
2. Comments:	
<b>G. PROSECUTING ATTORNEY</b>	
1. <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	
<b>Reviewer</b>	Kasi Walker <b>Date</b> 8/7/2023
2. Comments:	

**Date Approved by Authorized Contract Signer:** \_\_\_\_\_ **Date** 8-28-23  
**RETURN SIGNED ORIGINALS TO:** \_\_\_\_\_ Lee Reyes @ MS- 7

KC-261-23

## ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

Katie Hobbs Governor  
Governor

Elizabeth Alvarado-Thorson  
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

OFFICE OF THE DIRECTOR

100 NORTH FIFTEENTH AVENUE • SUITE 302  
PHOENIX, ARIZONA 85007  
(602) 542-1500

### ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

State of Arizona Procurement Office

and

KITSAP COUNTY

This Cooperative State Purchasing Agreement ("Agreement") is entered between the parties in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations; and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.
2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an **interest** in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.
4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit member's ability to seek competition as needed. However, the State Cooperative

## ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.

5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
  - a. Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
  - b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.
  - c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and any related agreements and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement and any related agreements or their subject matter.
  - d. Cooperate and assist the State when requested to validate transactions reported by vendors on quarterly usage reports filed with the State Procurement Office.
7. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
8. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.
9. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
10. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement authorized signor, and shall remain in effect until

## ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

cancelled by either party. The State reserves the right to amend the agreement during the term of the Agreement.

11. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
12. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(0) and 12-1518.
13. The State Cooperative Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2023-01 dated January 2, 2023.
14. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
15. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
16. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
17. Except as provided in Paragraph 16, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.
18. 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.
19. 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.
20. 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.
21. Compliance with Laws. Each party agrees to comply with applicable federal, state, and local laws and regulations, in particular, that party's bidding requirements

## ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

22. 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.
23. 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.
24. 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.
25. Assignment. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party.
26. 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.
27. 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.
28. 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.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

**FOR THE STATE COOPERATIVE MEMBER:**



Signature: \_\_\_\_\_

Name: CHARLOTE GARRIDO

Title: KITSAP COUNTY CHAIR

Date: 8-28-23

**FOR THE STATE:**



Signature: \_\_\_\_\_

Authorized SPO Representative

Title: \_\_\_\_\_

Date: 9/6/2023

## ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

### State Cooperative Member Contact Information

<b>Name of Organization:</b> KITSAP COUNTY															
<b>Name of Contact Person:</b>  Lee Reyes	<b>Qualification:</b> <i>(Click the appropriate Box in either the Political Subdivision or Non-Profit categories)</i>														
<b>Title of Contact Person:</b>  Purchasing Manager	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>Political Subdivision:</b> <input checked="" type="radio"/></td> <td style="width: 50%;"><b>Non-Profit Organization:</b> <input type="radio"/></td> </tr> <tr> <td><input type="checkbox"/> Federal Agency/Gov't</td> <td><input type="checkbox"/> Other Educational Institution</td> </tr> <tr> <td><input type="checkbox"/> State</td> <td><input type="checkbox"/> Tribal Nation</td> </tr> <tr> <td><input checked="" type="checkbox"/> County</td> <td><input type="checkbox"/> Fire District</td> </tr> <tr> <td><input type="checkbox"/> City/Town</td> <td><input type="checkbox"/> Water District</td> </tr> <tr> <td><input type="checkbox"/> Public School</td> <td><input type="checkbox"/> Other: _____</td> </tr> </table>			<b>Political Subdivision:</b> <input checked="" type="radio"/>	<b>Non-Profit Organization:</b> <input type="radio"/>	<input type="checkbox"/> Federal Agency/Gov't	<input type="checkbox"/> Other Educational Institution	<input type="checkbox"/> State	<input type="checkbox"/> Tribal Nation	<input checked="" type="checkbox"/> County	<input type="checkbox"/> Fire District	<input type="checkbox"/> City/Town	<input type="checkbox"/> Water District	<input type="checkbox"/> Public School	<input type="checkbox"/> Other: _____
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<input type="checkbox"/> State	<input type="checkbox"/> Tribal Nation														
<input checked="" type="checkbox"/> County	<input type="checkbox"/> Fire District														
<input type="checkbox"/> City/Town	<input type="checkbox"/> Water District														
<input type="checkbox"/> Public School	<input type="checkbox"/> Other: _____														
<b>Telephone of Contact Person:</b>  360-337-4471	<input type="checkbox"/> Healthcare Institution	<input type="checkbox"/> Religious Organization	<input type="checkbox"/> Charity												
<b>Telephone of Office:</b>  360-337-5777	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____													
<b>E-mail address of Primary Contact Person:</b> lreyes@kitsap.gov															
<b>E-mail Address of Secondary Contact:</b>  vmartin@kitsap.gov  <i>(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)</i>															
<b>Physical Address:</b> 619 Division Street, Fourth Floor Port Orchard, WA 98366															
<b>Mailing Address (if different from the physical address):</b> 614 Division Street, MS-7 Port Orchard, WA 98366															
<b>Federal ID Tax Number:</b>  91-6001348															

**\*Non-profit entities must attach proof of non-profit status with the agreement**  
Please notify the State Procurement Office of any changes to this information.