



Meeting Date:  
Agenda Item No:

<u>Kitsap County Board of Commissioners</u>			
<b>Office/Department:</b>		Administrative Services	
<b>Staff Contact:</b>		Lee Reyes	
<b>Agenda Item Title:</b>		KC-258-26 – Port of Everett	
<b>Recommended Action:</b> Recommend approval of the Interlocal Agreement for Cooperative Purchasing Services with the Port of Everett. KC-258-26 - Port of Everett			
<b>Summary:</b>	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 Port of Everett.		
<b>Attachments:</b>	<ol style="list-style-type: none"> <li>1. Contract Review Sheet</li> <li>2. Interlocal Purchasing Cooperative Agreement</li> </ol>		
Fiscal Impact for this Specific Action			
<b>Expenditure required for this specific action:</b>		NA	
<b>Related Revenue for this specific action:</b>		NA	
<b>Cost Savings for this specific action:</b>		NA	
<b>Net Fiscal Impact:</b>		NA	
<b>Source of Funds:</b>		NA	
Fiscal Impact for Total Project			
<b>Project Costs:</b>		NA	
<b>Project Costs Savings:</b>		NA	
<b>Project Related Revenue:</b>		NA	
<b>Project Net Total:</b>		NA	
Office/Departmental Review & Coordination			
<b>Office/Department</b>		<b>Elected Official/Department Director</b>	
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-258-26	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	Port of Everett		
2. Purpose	Interlocal Agreement for Cooperative Purchasing		
3. Contract Amount	NA	Disburse <input type="checkbox"/>	Receive <input type="checkbox"/>
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-258-26		
7. Fund Name	NA		
8. Grant Funded	Yes <input type="checkbox"/>	Agreement No.:	No <input checked="" type="checkbox"/>
9. Accounting Worktag / Revenue, Spend Category, or Grant	NA		
Approved:	<i>Amelia Demoddie</i>		Date <u>6/4/26</u>
	Department Director/Elected Official		

**B. AUDITOR – Funding Review**

1. <input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date _____
Reviewer _____		
2. Comments: _____		

**C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review**

1. <input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date _____
Reviewer _____		
2. Comments: _____		

**D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review**

1. <input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date _____
Reviewer _____		
2. Comments: _____		

**E. HUMAN RESOURCES – Human Resources Director Review**

*HR Director approval is required for any contract that may require labor negotiations (such as contracts for services performed by a bargaining unit) or employment contracts*

1. <input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date _____
Reviewer _____		
2. Comments: _____		

**F. INFORMATION SERVICES – Information Services Director Review**

*Signature only required if technology contract*

1. <input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date _____
Reviewer _____		
2. Comments: _____		

**G. PROSECUTING ATTORNEY**

1. <input checked="" type="checkbox"/> Approved as to Form	<input type="checkbox"/> Not Approved as to Form	Date <u>4.28.2026</u>
Reviewer <u>Susan Rogers</u>		
2. Comments: _____		

Date Approved by Authorized Contract Signer: \_\_\_\_\_ Date 6-4-2026 AD

RETURN SIGNED ORIGINALS TO: \_\_\_\_\_ Lee Reyes @ MS- 7

**KC-258-26**  
**COOPERATIVE PURCHASING AGREEMENT**

This Cooperative Purchasing Agreement ("Agreement") is entered by Kitsap County, a Washington state political subdivision ("County"), and Port of Everett, a port district political subdivision ("Public Agency"), both are public agencies within the meaning of RCW 39.34.020(1).

1. **PURPOSE AND SCOPE.** In accordance with chapter 39.34 RCW, the parties wish to establish a cooperative purchasing agreement whereby each party may use the other party's competitively awarded contracts to purchase supplies, material, equipment, and/or services that may be required from time to time by the parties when consistent with the solicitation, applicable law, and in their individual interest.
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.
3. **CONTRACT REPRESENTATIVE.** 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 Kitsap County Purchasing Manager Administrative Services Department 614 Division Street MS 7 Port Orchard, WA 98366	Port of Everett Contract Representative Procurement Manager Port of Everett 1205 Craftsman Way, Suite 200 Everett, WA 98201
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4. **FINANCING.** 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.
5. **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.
6. **EFFECTIVE DATE, TERM, TERMINATION.** This Agreement will become effective when last executed by both parties and filing as required by RCW 39.34.040. This Agreement shall remain in effect until terminated by either party, which termination shall be effective on ten (10) days written notice to the other party.
7. **FILING.** Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.

8. **INDEPENDENT CAPACITY.** The parties are independent contractors and nothing in this Agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship. Neither party shall have the authority to bind the other nor control the employees, agents or contractors of the other party to this Agreement. All rights, duties and obligations of a party shall remain with that party.
9. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all applicable federal, state, and local laws and regulations, in particular, that party's procurement requirements applicable to the acquisition of any supplies, materials, equipment, and services obtained through the cooperative process agreed to herein.
10. **CONTRACTING.** 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. All cooperative purchases under this Agreement shall be effected by either a purchase order or contract between the party and the vendor(s).
11. **INDEPENDENT PURCHASING.** 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.
12. **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.
13. **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.
14. **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.
15. **ASSIGNMENT.** The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party.
16. **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.
17. **COUNTERPARTS/ELECTRONIC SIGNATURE.** The Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and duplicate originals.

18. AUTHORIZATIONS. The signatories to this Agreement represent that they have been appropriately authorized to execute this Agreement on behalf of the party for whom they sign and that no further action or approvals are necessary prior to execution.

DATED this 4 day of June, 2026 DATED this 4<sup>th</sup> day of June, 2026

**PORT OF EVERETT**



Lisa Lefeber  
Chief Executive Officer/Executive Director

**KITSAP COUNTY**



Amber Dunwiddie, Director  
Department of Administrative Services