

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**



**FINANCE/ACCOUNTING**  
Whatcom County Courthouse  
311 Grand Avenue, Suite #503  
Bellingham WA 98225-4082  
Brad Bennett, Finance Manager

**DATE:** May 10, 2022  
**TO:** Tyler Schroeder, Director of Administrative Services  
**FROM:** Brad Bennett, AS Finance Manager  
**SUBJECT:** Approval for a reciprocal Interlocal Cooperative Agreement with Kitsap County

- **Background & Purpose**

Administrative Services Finance is requesting approval to enter into a cooperative purchasing agreement with Kitsap County. This reciprocal agreement will allow Whatcom County and Kitsap County to utilize each other's competitively bid contracts for purchases of supplies, goods, services, and equipment, per RCW Chapter 39.34 Interlocal Cooperation Act.

- **Funding**

There is no fee to enter into this agreement.

A handwritten signature in blue ink that reads "Brad Bennett".

AS Finance Manager

Approved as recommended:

\_\_\_\_\_  
Director of Administrative Services

Date of Council Action \_\_\_\_\_

**INTERLOCAL COOPERATIVE  
PURCHASING AGREEMENT**  
KITSAP COUNTY – WHATCOM COUNTY

This Agreement, made and entered into by and between KITSAP COUNTY, State of Washington, a Washington municipal corporation (hereinafter referred to as "Kitsap County") and WHATCOM COUNTY, State of Washington, a Washington municipal corporation (hereinafter referred to as "Whatcom County"), (collectively "Parties"), and whereby the Parties agree to cooperative governmental purchasing upon the following terms and conditions:

1. Cooperative Purchases. The Parties hereto, pursuant to Chapters 36 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington do hereby agree to cooperatively purchase supplies, goods, services, and equipment as a result of competitive bidding and within the qualifications or specifications established by and for Kitsap County and Whatcom County.

Parties will finalize their own arrangements, including option selection, selections, trade-in, and delivery arrangements for goods, services, and equipment directly with the applicable contractor or vendor. Kitsap County and Whatcom County agree that each Party has no liability as far as the durability, serviceability, performance and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual Party and will not be perceived as selected by the other Party. Kitsap County and the Whatcom County accept no responsibility of the performance of any contracts by the contractor, and Kitsap County and Whatcom County accept no responsibility for payment of the purchase price for any contract entered into by the other Party.

2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each Party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other Party. The Parties reserve the right to exclude the other Party from any particular purchasing or services contract, with or without notice to the other Party.

3. Term. This Agreement shall take effect immediately and shall continue in effect until terminated. It may be terminated by either Party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

4. Compliance with Laws. Each Party accepts responsibility for compliance with federal, state, or local laws and regulations including, 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.

5. Indemnification. Each Party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither Party

**INTERLOCAL COOPERATIVE  
PURCHASING AGREEMENT**  
KITSAP COUNTY – WHATCOM COUNTY

assumes responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

6. Recording. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the respective county Auditor or posted on the respective county's website.

7. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns.

8. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

9. The venue for any dispute related to this Agreement shall be in Whatcom County if the bid is issued by Whatcom County or in Kitsap County if the bid is issued by Kitsap County. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

10. Any real or personal property acquired pursuant to this Agreement shall be held by the acquiring party.

*Signatures on next page*

Kitsap County Contract No.  
KC-208-22

Whatcom County Contract No.

**INTERLOCAL COOPERATIVE  
PURCHASING AGREEMENT**  
KITSAP COUNTY – WHATCOM COUNTY

IN WITNESS WHERE OF, the parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

**WHATCOM COUNTY, WASHINGTON**

**KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_

Satpal Singh Sidhu, County Executive

Dated: \_\_\_\_\_

Approved as to form:

By: *[Signature]*  
Chief Civil Deputy

*[Signature]*

EDWARD E. WOLFE, Chair

*[Signature]*

CHARLOTTE GARRIDO, Commissioner

*[Signature]*

ROBERT GELDER, Commissioner

ATTEST:

*[Signature]* for

Dana Daniels, Clerk of the Board

Dated: May 9, 2022

