

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made by and between JEFFERSON COUNTY, and SNOHOMISH COUNTY, both public agencies of the State of Washington within the meaning of RCW 39.34.020(1) (collectively the "Parties" and, individually, a "Party").

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies; and

WHEREAS, each of the Parties desires to utilize the other Party's competitively awarded contracts when it is consistent with those awards and applicable law and when it is in their individual interest;

NOW, THEREFORE, the Parties agree as follows:

1. Each of the Parties from time to time goes out to public bid or undertakes other competitive solicitations and then contracts with vendors and service providers to purchase supplies, materials, equipment, and services.
2. Each of the Parties hereby agrees to extend to the other Party the right to purchase pursuant to such bids and contracts to the extent (a) permitted by applicable law and (b) agreed upon between the awarding Party and its bidders, contractors, vendors, suppliers or service providers.
3. Each Party shall comply with all applicable laws and regulations governing its own purchases.
4. A Party purchasing from one of the other Party's contracts shall pay the bidder, contractor, vendor, supplier, or service provider directly in accordance with its own payment procedures for its own purchases.
5. This Agreement shall create no obligation on either Party to purchase any particular good or service from the other Party's contracts, nor shall it create any assurance, warranty, or other obligation on either Party to supply to the other Party any good or service through contracts awarded by it.
6. 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.
7. Any purchase made pursuant to this Agreement is not a purchase from either of the Parties. The Party awarding a contract shall not be responsible or liable for the performance of the bidder, contractor, vendor, supplier, or service provider. No obligation, except as stated herein, shall be created between the Parties or between the Parties and any applicable bidder or contractor.

8. No separate legal or administrative entity is intended to be created pursuant to this Agreement. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.
9. Both Parties agree that they shall not discriminate against any person or vendor on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (Chapter 49.60 RCW) or the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.) or another applicable state, federal or local law, rule or regulation.
10. The Purchasing Manager of Snohomish County and the County Administrator of Jefferson County shall be the representatives of the Parties for purposes of carrying out the terms of this Agreement.
11. This Agreement will become effective upon execution by the parties and either: (a) filing of the Agreement with the appropriate County Auditor, or (b) listing of the Agreement by subject on the public agency's web site as provided in RCW 39.34.040.
12. This Agreement shall continue in force until terminated by either Party, which termination may be effected upon receipt by one of the Parties of the written notice of termination of the other Party.
13. In the event of termination of this Agreement, any goods or services acquired by either Party pursuant to the terms of this Agreement shall remain the property of the purchasing Party.
14. This Agreement constitutes the entire Agreement between the Parties as to its subject matter.

SNOHOMISH COUNTY

JEFFERSON COUNTY BOARD OF COMMISSIONERS

By: Signature on
County Executive
following page

Kate Dean, Chair

DATED: _____, 2024

DATED: _____, 2024

Approved as to form only:
Melissa Pleimann 05/07/2024
Melissa Pleimann, Date
Civil Deputy Prosecuting Attorney

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SNOHOMISH COUNTY

JEFFERSON COUNTY BOARD OF COMMISSIONERS

By: Klein, Ken Digitally signed by Klein, Ken
Date: 2024.05.01 10:39:57 -07'00'

 County Executive Ken Klein
 Executive Director

Heidi Eisenhour

 for Kate Dean, Chair
 Acting Chair
 Heidi Eisenhour

DATED: _____, 2024

DATED: March 13, 2024

COUNCIL USE ONLY	
Approved	<u>5/1/2024</u>
ECAF #	<u>2024-0674</u>
MOT/ORD	<u>Motion 24-183</u>

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA REQUEST**

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator
Brenda Huntingford, County Auditor

DATE: May 13, 2024

SUBJECT: Intergovernmental Cooperative Purchasing Agreement: Snohomish County

STATEMENT OF ISSUE:

Jefferson County has, over the years, entered into a number of Intergovernmental Cooperative Purchasing Agreements with other local governments as authorized by Chapter 39.34 RCW. These agreements simplify procurement of goods, services and supplies by allowing one government to take advantage of competitive procurements conducted by other governments, thereby meeting state and local competitive procurement requirements.

ANALYSIS:

The County Auditor, Brenda Huntingford, would like the county to enter into an Intergovernmental Cooperative Purchasing Agreement with Snohomish County so she can “piggyback” on their contract with US Imaging, Inc. Snohomish County recently entered into a contract with US Imaging through a competitive procurement to digitize recorded documents.

Jefferson County has digitized recorded documents from 1981 to the present. The Auditor would like to digitize the remainder of their recorded documents from 1889 through July 1981. US Imaging is a recognized leader in the document digitizing industry and has helped many Washington counties digitize their recorded documents.

FISCAL IMPACT:

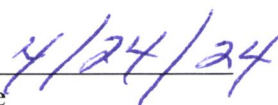
None.

RECOMMENDATION:

That the Board of County Commissioners approve the attached Intergovernmental Cooperative Purchasing Agreement with Snohomish County.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Snohomish County Contract No: ICPA 2024
Contract For: Cooperative Purchasing Term: Until terminated by either party

COUNTY DEPARTMENT:	<u>County Administrator</u>
Contact Person:	<u>Mark McCauley</u>
Contact Phone:	<u>360-385-9130</u>
Contact email:	<u>mmccauley@co.jefferson.wa.us</u>

AMOUNT: \$0
Revenue: N/A
Expenditure: \$0
Matching Funds Required: N/A
Sources(s) of Matching Funds: N/A
Fund #: N/A
Munis Org/Obj: N/A

- PROCESS:**
- Exempt from Bid Process
 - Cooperative Purchase
 - Competitive Sealed Bid
 - Small Works Roster
 - Vendor List Bid
 - RFP or RFQ
 - Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: N/A: Mark McCauley 3/26/24
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: N/A: Mark McCauley 3/26/24
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 5/7/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 5/7/2024.
Standard interlocal agreement language and appears to comply with RCW 39.34.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL