

**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2025- 084**

**AUTHORIZING AN INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT WITH SNOHOMISH COUNTY**

**WHEREAS**, Chapter 39.34 Revised Code of Washington (RCW), the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

**WHEREAS**, Pend Oreille County and Snohomish County are public agencies within the meaning of Chapter 39.34 RCW; and

**WHEREAS**, pursuant to the Revised Code of Washington (RCW) 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

**WHEREAS**, the Board believes that the best interest of the public will be served by entering said agreement with Snohomish County.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Pend Oreille County Board of Commissioners that the Intergovernmental Cooperative Purchasing Agreement which is attached hereto and incorporated herein, be established and adopted.

**BE IT FURTHER RESOLVED**, by the Pend Oreille County Board of Commissioners, that the Intergovernmental Cooperative Purchasing Agreement is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

**ADOPTED** this 16 day of june, 2025.

**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

  
\_\_\_\_\_  
John Gentle, Chair

  
\_\_\_\_\_  
Brian Smiley, Vice-Chair

  
\_\_\_\_\_  
Robert Rosencrantz, Member

ATTEST:

  
\_\_\_\_\_  
Crystal Zieske, Clerk of the Board

## INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made by and between PEND OREILLE 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 solicitation 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 Auditor of PEND OREILLE 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 affected 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

By: \_\_\_\_\_  
County Executive

DATED: \_\_\_\_\_, 2025

AGENCY: Pend Oreille County




By:   
TITLE: County Commissioner, Chair

DATED: 6/16, 2025

# PEND OREILLE COUNTY COMMISSIONERS REQUEST FOR BOARD ACTION

**SUBJECT: Intergovernmental Cooperative  
Purchasing Agreement**

**SUBMITTED BY: Marianne Nichols  
AGENDA: 6/16/2025 Consent Agenda**

<b>DATE FINAL ACTION IS NEEDED:</b>	<b>ATTACHMENTS:</b> R-2025- 084	<b>TYPE OF ACTION REQUESTED</b>
<b>APPROVAL NEEDED FOR COMMISSION Packet:</b>		<input type="checkbox"/> Ordinance
 Commissioner Chair (initials)		<input checked="" type="checkbox"/> Resolution
 Commissioner (initials)		<input type="checkbox"/> Agreement
 Commissioner (initials)		<input type="checkbox"/> Motion
<b>FINAL ACTION TAKEN:</b>		<input type="checkbox"/> Consensus
<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
<b>Commissioners' Minutes</b>		
<b>Reference:</b> <u>Consent #1</u>		

## RECOMMENDATION OR REQUEST:

That the Board of County Commissioners approve the attached Intergovernmental Cooperative Purchasing Agreement with Snohomish County, *and authorize the Chair to sign*

## DISCUSSION:

Pend Oreille 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.

The County Auditor, Marianne Nichols, would like the county to enter into an Intergovernmental Cooperative Purchase 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. For today, I am asking to have the first step, the Intergovernmental Cooperative Purchase Agreement signed. I will be back to have the remainder of the documents signed once this is in place.

Pend Oreille County has digitized recorded documents from 1997 to the present. The Auditor would like to digitize the remainder of their recorded documents from 1885 through 1997. US Imaging is a recognized leader in the document digitizing industry and has helped many Washington counties digitize their recorded documents.

**FISCAL IMPACT:**

- **SOURCE OF FUNDS:** Approved ARPA money for project
- **AMOUNT BUDGETED:** \$150,000
- **AMOUNT NEEDED FOR PROJECT:** \$150,000

**REVIEWED BY PROSECUTOR?** ☒ YES ☐ NO ☐ N/A **Comments:**

**REVIEWED BY HUMAN RESOURCES?** ☐ YES ☐ NO ☒ N/A

**REVIEWED BY FINANCIAL MANAGER?** ☒ YES ☐ NO ☒ N/A

\_\_\_\_\_  
HR initials

\_\_\_\_\_  
Jill initials

Project approved and funds granted by the BOCC from  
ARPA funds

Revised 12.27.2023