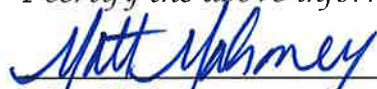


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 12/29/2020	PREPARED BY: Matt Mahoney, Public Works Director
Meeting Date Requested: 01/05/2021	PRESENTED BY: Matt Mahoney, Public Works Director
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed: N/A	
SUBJECT: Interlocal Purchasing Agreement between Franklin County and City of Tacoma	
FISCAL IMPACT: The purpose of this Agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.	
BACKGROUND: Under Chapter 39.34 RCW, local government agencies may use another agency's contract for purchases or public works, a process known as "piggybacking." Generally, smaller agencies piggyback on contracts awarded by larger "host" agencies, allowing the smaller agencies to save time and obtain better prices and terms than they might be able to on their own. To piggyback on another local government agency's contract: <ul style="list-style-type: none">• The host agency and the piggybacking agency must sign an interlocal agreement and file it with the county auditor or post it online by subject (RCW 39.34.040). Ideally, the agreement should be in place before the contract is awarded, but this is not mandatory.• The host agency must comply with its statutory contracting requirements and post the solicitation online (RCW 39.34.030(5)(b)).• The vendor must agree to the arrangement through the initial solicitation documents. The awarding agency assumes no responsibility for orders placed by other agencies. The City of Tacoma, a large agency, has contracts for goods and services which are beneficial to Franklin County. Specifically, the Franklin County Sheriff is interested in making a budgeted purchase from one of these contracts.	
RECOMMENDATION: Staff recommends that the Board approve the Interlocal Purchasing Agreement between Franklin County and City of Tacoma.	
SUGGESTED MOTION: I hereby move that the Board of Franklin County Commissioners approve Interlocal Purchasing Agreement between Franklin County and City of Tacoma.	
COORDINATION: This has been discussed and coordinated with Greg Snyder, Shop Supervisor/Fleet Manager, and Commander Rick Rochleau, both of whom agree with said recommendation. Further, the Interlocal Purchasing Agreement has been reviewed and approved as to form by Jennifer Johnson, Chief Civil Deputy Prosecuting Attorney.	
ATTACHMENTS: <ol style="list-style-type: none">1. DRAFT Resolution2. Interlocal Purchasing Agreement between Franklin County and City of Tacoma	
HANDLING / ROUTING: Please return both ORIGINALS of the Interlocal Purchasing Agreement to the Public Works Department. The Public Works Department shall send both ORIGINALS to the City of Tacoma for final execution. The City of Tacoma will return one (1) ORIGINAL to the Public Works Department who will forward it on to the Clerk of the Board.	

I certify the above information is accurate and complete.



Matt Mahoney, Public Works Director

FRANKLIN COUNTY RESOLUTION _____

**BEFORE THE BOARD OF COMMISSIONERS OF
FRANKLIN COUNTY WASHINGTON**

**INTERLOCAL PURCHASING AGREEMENT BETWEEN
FRANKLIN COUNTY AND CITY OF TACOMA**

WHEREAS, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Franklin County desires to purchase or acquire goods and services for its direct use under contracts entered into by the City of Tacoma that permit such use; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Commissioners, hereby approves the attached Interlocal Purchasing Agreement between Franklin County and the City of Tacoma.

Dated this 5th day of January, 2021

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Attest: _____
Clerk of the Board

Member

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT (the "Agreement") is between the CITY OF TACOMA, a political subdivision of the State of Washington, and Franklin County, a political subdivision under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The City of Tacoma shall administer this Agreement.
3. SCOPE: This Agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
 - C. The Parties shall not acquire, hold or dispose of any real or personal property in the performance of this Agreement.
4. DURATION AGREEMENT - TERMINATION: This Agreement shall remain in force until canceled by either party in writing.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. COMPLIANCE WITH LEGAL REQUIREMENT: Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.
7. FINANCING: The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.
8. FILING/LISTING: Executed copies of this Agreement shall be filed or listed as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective.

9. **INTERLOCAL COOPERATION DISCLOSURE:** Each party may insert in its solicitations for goods or services a provision disclosing that other authorized governmental agencies may also wish to procure the goods or services being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
10. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
11. **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. 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.
12. **SEVERABILITY:** Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

APPROVED: FRANKLIN COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF
WASHINGTON

APPROVED: CITY OF TACOMA

Date

Patsy Best
Procurement and Payables Manager
Date

Chair

APPROVED AS TO FORM:

Chair Pro Tem

Martha Lantz
Deputy City Attorney
Date

Member

Andrew Cherullo
Director of Finance
Date

Attest:

Clerk of the Board

Approved as to Form



Deputy Prosecuting Attorney

12/16/2020