AGENDA REQUEST AND STAFF REPORT

For Board Business Meeting of: March 30, 2016

DATE: March 23, 2016

FROM: Chris Doty Road Department Phone: 541.322.7105

TITLE OF AGENDA ITEM:
Consideration for Chair signature of Documents No. 2016-209 and 2016-210, Intergovernmental Agreements with Yakima County and the City of Yakima, Washington.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:
The Road Department recently opened bids for traffic line paint and awarded a contract to Sherwin Williams. The City and County of Yakima (WA) would like to purchase off of this contract — which can be accomplished within the various state procurement rules as long as an IGA exists between agencies. Yakima County and Deschutes County have developed a unique partnership via participation in an “Over-the-Shoulder” peer agency process in which four counties in Oregon and Washington have spent several years participating in monthly conference calls to discuss best management practices regarding Road Department operations.

The IGA will allow for future joint procurement should similar cost saving opportunities arise between Deschutes County and Yakima County (and City)

FISCAL IMPLICATIONS:
No impact.

RECOMMENDATION AND ACTION REQUESTED:
Move Chair signature on the IGA with the City of Yakima (#2016-209) and Yakima County (#2016-210).

ATTENDANCE: Chris Doty.

DISTRIBUTION OF DOCUMENTS: Return signed documents to Chris Doty.
DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date: 03/23/16

Department: Road

Contractor/Supplier/Consultant Name: Yakima County and City
Contractor Contact: Sue Ownby
Contractor Phone #: 509.575.6093

Type of Document: IGAs, DC# 2016-209/10

Goods and/or Services: IGAs with Yakima (City and County), WA

Background & History: Allows for joint procurement, etc

Agreement Starting Date: 03/23/2016
Ending Date: 12/31/2016

Annual Value or Total Payment: $0

☐ Insurance Certificate Received (check box)

Insurance Expiration Date: ________________

Check all that apply:
☐ RFP, Solicitation or Bid Process
☐ Informal quotes (<$150K)
☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? ☒ Yes ☐ No

If No, has budget amendment been submitted? ☐ Yes ☒ No

Is this a Grant Agreement providing revenue to the County? ☒ Yes ☐ No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☒ No

3/23/2016
Contact information for the person responsible for grant compliance:

Name: Chris Doty
Phone #: 541.322.7105

Departmental Contact and Title: Chris Doty, Director
Phone #: 541.322.7105

Department Director Approval: 
Signature 
Date 03/23/16

Distribution of Document: Chris Doty, Road Department (x7105)

Official Review:
County Signature Required (check one): □ BOCC □ Department Director (if <$25K)
□ Administrator (if >$25K but <$150K; if >$150K, BOCC Order No. ________________)

Legal Review 
Date 3/23/16

Document Number 2016-209
2016-210

3/23/2016
INTERGOVERNMENTAL COOPERATIVE PURCHASING

AGREEMENT

Pursuant to Chapter 39.34 RCW, ORS Chapter 190, and other applicable laws, the CITY OF YAKIMA, a Washington municipal corporation, and DESCHUTES COUNTY, OREGON a political subdivision of the State of Oregon, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

(1) This Agreement pertains to bids and contracts for supplies, material, equipment or services that may be required and identified from time to time by the City of Yakima and Deschutes County.

(2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. 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 permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless, to the extent permitted by law, as to any claim arising out of its participation in this Agreement.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. 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.

(6) Nondiscrimination. Both parties agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

(7) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

(8) The Purchasing Manager of the City of Yakima and Deschutes County Road Department Operations Manager shall be representatives of the entities for carrying out the terms of this Agreement.
(9) This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

(10) Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency’s website or other electronically retrievable public source.

APPROVED this _________ day of
__________________________, 2016

CITY OF YAKIMA

By:
Jeffrey R. Cutter, Interim City Manager

Subscribed and sworn to me this _____
day of _____________, 2016

Notary Public in and for the State of
Washington, residing at ____________.

My commission expires ____________.

ATTEST:

___________________________
Sonya Claar Tee, City Clerk

APPROVED this _________ day of
__________________________, 2016

DESCHUTES COUNTY, OREGON

By:
Alan Unger, Board Chair

Subscribed and sworn to me this _____
day of _____________, 2016

Notary Public in and for the State of
Oregon, County of Deschutes.

My commission expires ____________.

ATTEST:

___________________________
Bonnie Baker, Board Recorder/Notary

DC #2016-209