



MONROE CITY COUNCIL

Agenda Bill No. 20-051

SUBJECT:	Authorize the Mayor Pro Tem to Sign Purchasing Agreement with Snohomish County <i>(Item to be added to the agenda at the time of the meeting)</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/24/2020	Police	Jeffrey D. Jolley	Jeffrey D. Jolley	Consent Agenda #5

Discussion: 03/24/2020
Attachments: 1. Purchasing Agreement

REQUESTED ACTION: Move to authorize the Mayor Pro Tem to sign Purchasing Agreement with Snohomish County; and expressly authorize further minor revisions deemed necessary or appropriate.

POLICY CONSIDERATION:

Per RCW 39.34.080 interlocal agreements shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties. Since the City Council is the governing body for the City of Monroe, it must approve this interlocal agreement.

All purchases made to be reimbursed would be subject to the City's Procurement Policies.

DESCRIPTION/BACKGROUND:

The proposed agreement will allow the City to streamline their emergency orders through the Snohomish County Department of Emergency Management's Emergency Coordination Center (ECC). The City will have the ability to purchase goods for use in the COVID-19 pandemic ("Purchased Goods"). ECC assumes that federal or state funds may be available to reimburse the ECC for some or all of the Purchased Goods. ECC shall inform the City of the number of Purchased Goods available for request.

FISCAL IMPACTS:

The City agrees that to the extent that ECC is not reimbursed for Purchased Goods with federal or state funds, ECC will calculate the cost to ECC of Purchased Goods received by the City. The City shall reimburse ECC for the cost of Purchased Goods received by the City by December 21, 2020.

TIME CONSTRAINTS:

Sign as soon as possible to allow the City to purchase needed goods in response to the COVID-19 pandemic.

ALTERNATIVES:

1. Move to authorize signature.
2. Take no action; and provide staff with direction for additional changes/request additional information be presented prior to action.
3. Take no action; and do not consider the reimbursement grant at this time.

Purchasing Agreement

This Agreement is made by and between _____ (Entity), and SNOHOMISH COUNTY, (a public agency of the State of Washington).

WHEREAS, each of the Parties desires to streamline their emergency orders through the Snohomish County Department of Emergency Management's Emergency Coordination Center (ECC) when it is in their individual interest;

NOW, THEREFORE, the Parties agree as follows:

1. ECC shall purchase goods for use in response to the COVID-19 pandemic ("Purchased Goods").
2. ECC assumes that federal or state funds may be available to reimburse the ECC for some or all of the Purchased Goods. ECC shall inform Entity of the number of Purchased Goods available for Entity request (the "Allocation").
3. Entity may request up to Allocation of Purchased Goods from ECC. ECC shall provide requested Purchased Goods to Entity.
4. Entity agrees that to the extent that ECC is not reimbursed for Purchased Goods with federal or state funds, ECC will calculate the cost to ECC of Purchased Goods received by Entity. Entity shall reimburse ECC for the cost of Purchased Goods received by Entity by December 31, 2020.
5. This Agreement creates no obligation on behalf of the Entity to request Purchased Goods.
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. No separate legal or administrative entity is intended to be created pursuant to this Agreement.
8. This Agreement will become effective upon execution by the parties.
9. This Agreement shall continue in force until terminated by 10 days written notice by either party, or by December 31, 2020, whichever comes first.
10. This Agreement constitutes the entire Agreement between the parties as to its subject matter.

SNOHOMISH COUNTY

AGENCY: _____

By: _____

By: _____

TITLE: _____

DATED: _____

DATED: _____