

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**RESOLUTION TO RATIFY THE )  
APPLICATION OF MEMBERSHIP TO THE )  
PURCHASING COOPERATIVE OF ) RESOLUTION NO. 2022-179  
AMERICA (PCA), A COOPERATIVE )  
PURCHASING AGENCY, AND )  
AUTHORIZE DIRECTOR OF )  
ADMINISTRATIVE SERVICES TO )  
FURTHER EXECUTE ANY SUBSEQUENT )  
DOCUMENTS OR AGREEMENTS )  
NECESSARY TO FINALIZE MEMBERSHIP )**

**WHEREAS**, the Purchasing Cooperative of America (PCA) is a national purchasing cooperative, established in 2014, in The Woodlands, located in the State of Texas; and

**WHEREAS**, participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the potential savings to be realized by the County of Yuba; and

**WHEREAS**, the County of Yuba, pursuant to the authority granted by the State of California’s purchasing requirements, desires to participate in the cooperative purchasing agency, Purchasing Cooperative of America, to utilize cooperative agreements to purchase specialized equipment and other essential commodities; and

**WHEREAS**, the Contract and Purchasing Policies Manual further states that any acquisition of goods or services of \$15,000 or greater must be submitted by the responsible department for ratification at a regularly scheduled Board meeting within 30 days from date of purchase; and

**WHEREAS**, the Purchasing Agent executed the application for membership through Purchasing Cooperative of America, attached hereto, to procure necessary items to promote public safety.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Board of Supervisors hereby ratifies the Purchasing Agent execution of the application for membership through Purchasing Cooperative of America, and authorizes the Purchasing Agent to execute subsequent forms, documents, or agreements necessary to finalize membership, subject to approval by County Counsel.

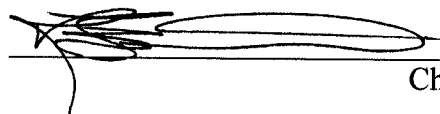
**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the June 28th day of 2022 by the following vote:


AYES: Supervisors Vasquez, Blaser, Fuhrer, Bradford, Fletcher

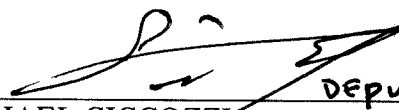
NOES: None

ABSENT: None

ABSTAINED: None

  
Chairman

  
ATTEST: RACHEL FERRIS  
CLERK OF THE BOARD OF  
SUPERVISORS  
Angela Dayberry, Board Clerk

By:  DEPUTY FOR  
MICHAEL CICOZZI  
YUBA COUNTY COUNSEL  
APPROVED AS TO FORM



101672

## INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services ("Agreement") is entered into by  
and between County of Yuba, 915 8th Street, Suite 119, Marysville, CA 95901

COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS

("PCA Member", "Party"), a governmental entity, and Purchasing Cooperative of America ("PCA", "Party") on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America ("PCA") cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the "Parties".

### RECITALS

#### Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

*Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Gov't. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program* allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members' requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

#### Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

#### Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

#### Role of the PCA Member

1. Registers on the PCA website, [www.pcamerica.org](http://www.pcamerica.org), or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to [Members@pcamerica.org](mailto:Members@pcamerica.org).

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes "Purchasing Cooperative of America" or "PCA" and the "Contract Number".
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

#### **Role of the Purchasing Cooperative (PCA)**

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by an entity in a similar position.

#### **General Provisions**

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member's use of PCA contracts shall be governed by the laws of the State of California, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is Judicial Council of California (court jurisdiction)

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to [Members@pcamerica.org](mailto:Members@pcamerica.org). An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

**Authorization**

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

County of Yuba  
 PCA Member Organization Name  
 \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Perminder Bains  
 Printed Name  
 Title Director of Administrative Services  
 Date May 19, 2022  
 Designated Contact Jolene Harper  
 Title Administrative Services Officer  
 Phone (530) 749-7880  
 Email adminhelp@co.yuba.ca.us

**Purchasing Cooperative of America**  
 \_\_\_\_\_  
 PCA Authorized Signature  
 \_\_\_\_\_  
 Dean Zajicek  
 Printed Name  
 Title Assistant Director  
 Date 5/23/2022  
 Phone 844-722-6374  
 Email Dean@pcamerica.org  
 Main PCA Email pcamerica@pcamerica.org