

101-24-007

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APR 23 2024

INTERLOCAL AGREEMENT  
BETWEEN  
CLALLAM COUNTY  
AND  
CITY OF PORT ANGELES  
ILA-2024-07

THIS AGREEMENT is made and entered into, by and between the City of Port Angeles, a non-charter code city and municipal corporation of the State of Washington, and Clallam County, WA, a public agency of the State of Washington, whose business address is 223 East 4<sup>th</sup> Street, Port Angeles, WA 98362.

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

WHEREAS, chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and chapter 39.34 provides for intergovernmental contracts to perform governmental activities

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; and may from time to time need additional labor equipment, or materials or have labor equipment, and materials available in certain locations which could be used by either parties to this AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge and provide a process to implement the parties' mutual interest to jointly bid on the acquisition of goods and services and/or jointly dispose of property where such mutual effort can be planned in advance, to jointly acquire goods and services, and to purchase or acquire goods and services under contracts where a price is extended by either party's bidder to other governmental agencies; and to permit the parties to make the most efficient use of their resources by furnishing each other labor, equipment, and materials when available on a reimbursable basis for construction and maintenance activities.
2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
3. RECORDING AND MAINTENANCE. A copy of this agreement shall be provided to:
  - A. The Clallam County Purchasing Office at 223 East 4<sup>th</sup> Street, Port Angeles, WA 98362. 360-417-2382. Clallam County will record this agreement with the Clallam County Auditor-Recording

- B. The City of Port Angeles – Public Works and Utilities at 321 E. 5<sup>th</sup> Street, Port Angeles, WA 98362. Phone No. 360-417-4541, Email: [contracts@cityofpa.us](mailto:contracts@cityofpa.us). The City Clerk will record this agreement.
4. 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; and
  - 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; and
  - C. Entering into agreements between each party to provide labor, and or equipment and services when agreed upon on a reimbursable basis for construction and maintenance activities as requested.
5. DURATION AGREEMENT - TERMINATION. This Agreement shall remain in force until terminated by either party in writing. Either party may terminate this Agreement for any cause upon thirty (30) days advance written notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.
6. RIGHT TO CONTRACT INDEPENDENTLY PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
7. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for its own obligations to comply with federal, state or local laws and regulations including, in particular Bidding requirements applicable to its acquisition of goods and services or disposal of property; neither party is responsible for the legal obligations of the other party.
8. PAYMENT. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is acquired or disposed. Neither party accepts any responsibility for the payment of the acquisition price of any goods or services intended for use by the other party. When entering into an agreement for labor and or equipment and services the party receiving the service shall reimburse the party providing the services for their actual direct and related indirect costs including any administrative overhead charges. Partial payments shall be made by the party receiving services upon request of the providing party to cover costs incurred. These payments are not to be more frequent than one (1) per month.
9. FILING. Executed copies of this Agreement shall be filed as required by Section

39.34.040 of the Revised Code of Washington or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this Agreement becoming effective.

10. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services a provision disclosing that other authorized governmental agencies may also wish to procure the goods 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.

11. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate or assign the performance of any contractual obligation, to a third party, unless mutually agreed in writing by both parties to this Agreement.

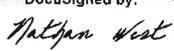
12. DEFENSE, INDEMNITY AND HOLD-HARMLESS. The County shall defend, indemnify, and hold the City harmless from and against any liability for any/all injuries to person or property arising from the sole negligent act or omission of the County or its elected officials, department heads, agents, or employees in performance of this Agreement.

The City shall defend, indemnify, and hold the County harmless from and against any liability for any/all injuries to person or property arising from the sole negligent act or omission of the City or its elected officials, department heads, agents, or employees in performance of this agreement.

13. 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.

14. This Agreement is effective and binding as of the date for the last signature affixed below.

**CITY OF PORT ANGELES**

By:   
-OF7345F35344417...

Printed Name: Nathan west

Title: City Manager

Date: 2/14/2024

**Board of Clallam County Commissioners**

**CLALLAM COUNTY, WASHINGTON**

By: 

Printed Name: Mike French

Title: Chair

Date: 4/23/24

APPROVED AS TO FORM:

DocuSigned by:  
*William Bloor*  
BY: \_\_\_\_\_  
ESFCSF0D4113427  
William Bloor  
City Attorney

APPROVED AS TO FORM:

BY: *[Signature]* \_\_\_\_\_  
Clallam County Deputy Prosecuting Attorney

ATTEST:

DocuSigned by:  
*Kari Martinez-Bailey*  
BY: \_\_\_\_\_  
5C32803CA0074C4  
Kari Martinez-Bailey  
City Clerk