

Contract #811-19-03

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**INTERLOCAL BIDDING/PURCHASING AGREEMENT
BETWEEN THE CITY OF FIFE AND CLALLAM COUNTY**

This Agreement, made and entered into by and between City of Fife, in the state of Washington, with an office located at 5411 23rd Street E, Fife, WA (hereinafter referred to as "Fife") and Clallam County, in the State of Washington (hereinafter referred to as "Clallam County"), (collectively "Parties").

WITNESSETH that:

A. The Parties maintain, for the benefit of the citizens of their respective jurisdictions, an organized and standard bidding and purchasing structure charged with the function of securing equipment, goods and services within the limits of all appropriate bidding laws of the state of Washington and the individual jurisdictions; and

B. 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

C. It has been determined by each of the Parties hereto that it would be in the best interests of the citizens of their respective jurisdictions if, in some circumstances, the purchase of equipment, goods and services, can be purchased through a bidding or purchasing process made up of more than one jurisdiction in the state of Washington; and

D. The Parties hereto desire and by this agreement enter into an Interlocal Cooperative Bidding/Purchasing Agreement ("Agreement") wherein the Parties can utilize each other's contracts where it is lawful and in their best interest to do so and may establish yearly bidding/purchasing for equipment, goods and services of mutual need requirements.

WHEREAS, the Parties hereto desire to set forth their rights, duties and responsibilities with respect to applicable laws, ordinances, procedures as established by the Parties hereto and the State of Washington. The Parties may elect not to exercise their right under this Agreement every year but may do so at any time the Agreement remains in effect; and

NOW, THEREFORE, for and in consideration of the procedures contained herein performed and to be performed, the Parties hereto agree as follows:

1. Cooperative Purchases. The Parties hereto, pursuant to Chapters 35 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington do hereby contract to cooperatively purchase goods, services and equipment as a result of competitive bidding or other lawful purchasing procedure and within the specifications established by and for Fife and Clallam County. Once the bidding or other purchasing procedure has been finalized and the Parties have been notified, both Parties will finalize their own individual

arrangements, including option selection, selections, trade-in and delivery arrangements for goods, services and equipment directly with the applicable contractor.

Fife and Clallam County agree that each party has no liability as far as the durability, serviceability, and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual party and will not be perceived as selected by the other party.

Fife and Clallam County accept no responsibility for the performance of any contracts by the contractor, and Fife and Clallam County accept no responsibility for payment of the purchase price for any contract entered into by the other party.

This Agreement is offered to allow the Parties the capability to purchase goods, services, and equipment designed specifically for their use and to take advantage of prices achieved by group participation. Any property acquired by a party under this Agreement is the sole and separate property of that party.

2. No Obligation to Purchase. Each party reserves the right to contract independently for the purchase of any particular class of equipment, goods, or services with or without notice to the other party.

The Parties reserve the right to exclude the other party from any particular purchasing contract with or without notice to the other party.

3. Term. This Agreement shall take effect immediately and shall continue in effect until terminated by either party. It may be terminated by either party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

4. Compliance with Laws. Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

5. Indemnification.

Fife agrees to indemnify, defend and hold Clallam County, its elected officials, officers, employees, agents, and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the tortious negligent acts, errors or omissions of Fife, its elected officials, commissioners, officers, employees, agents, and volunteers, or by Fife's breach of this Agreement.

Clallam County agrees to indemnify, defend and hold Fife, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the tortious negligent acts, errors, or omissions of Clallam County, its employees or agents.

6. Survival. The provisions of Section 5 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. Contact Persons. The Parties stipulate that the following persons shall be the contact person for their respective jurisdiction.

a. FIFE:

**CITY OF FIFE
HYUN KIM, CITY MANAGER
5411 23RD STREET E
FIFE, WA 98424
253-896-8616 PHONE**

b. CLALLAM COUNTY

**CITY OF CLALLAM COUNTY
PURCHASING MANAGER
223 E. 4TH ST., SUITE 12
PORT ANGELES, WA 98362
360-417-2257 PHONE**

8. Administration. No separate legal or administrative entity is created by this Agreement.

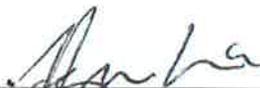
9. Recording. A copy of this Agreement shall be recorded in Clallam County's Finance Office.

10. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The

venue for any dispute related to this Agreement shall be in Clallam County if the bid is issued by Clallam County or in Fife if the bid is issued by Fife. Failure of Clallam County or Fife to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

Agreed to on this 15 day of March, 2019.

APPROVED: CITY OF FIFE



Hyun Kim, City Manager



Greg Amann, City Attorney

APPROVED: CLALLAM COUNTY



Mark Ozias, Chair
Board of Clallam County Commissioners



Clallam County Prosecuting Attorney's Office
Approved as to Form