

Clallam County Contract # 811-18-03

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4/17

After filing return to:
Penny Goehner
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

Document Title: Interlocal Procurement Agreement
Grantor(s): Clallam County and Chelan County
Grantee(s): Clallam County and Chelan County
Legal Description: N/A
Assessor's Tax Parcel ID: N/A

Filed with the Auditor pursuant to RCW 39.34.040

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between CLALLAM COUNTY and CHELAN COUNTY, both Washington State counties.

WITNESSETH:

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

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase of acquisition of goods and services under contract where a price is extended by either party's bidder to other government agencies.

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2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. 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.
 - b. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other government 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
4. DURATION AGREEMENT-TERMINATION: This agreement shall remain in force until canceled by either party in writing.
5. RIGHT TO CONTRACT - INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. COMPLIANCE WITH LEGAL REQUIREMENTS: Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.
7. FINANCING: The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of acquisition price of any goods or service intended for use by the other party.
8. FILING: Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. INTERLOCAL COOPERATION DISCLOSURE: Each party may insert in its solicitations for goods 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.
10. NON-DELEGATION/NON-ASSIGNMENT: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

11. HOLD-HARMLESS: Each government party purchasing using a contract let by another government party shall be solely responsible for negligent or wrongful acts arising out of or related to its use of the contract, and shall defend and indemnify the party which awarded the original contract from any claim, cost or expense, including reasonable attorney's fees, arising there from, except that the party awarded the original contract shall defend, indemnify and hold harmless other government parties using the contract from any claim, cost or expense, including attorney's fees, caused by or related to the originally awarding party's erroneous representation to the using party that the original award of the contract complied with the requirements of RCW 39.34.030(5)(b) as now or thereafter amended.

12. 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 provision or affecting the validity or enforcement of such provisions.

13. REPRESENTATIVES: Each party to this contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The representative for Clallam County is the Chief Civil Deputy and the representative for Chelan County is the Public Works Director.

CLALLAM COUNTY

SIGNED ON: 4/17/18

By: [Signature]
Mark Ozias, Chair of the Board

ATTEST: Loni Gores

[Signature] 4/17/18
Clerk of the Board
Date: _____

APPROVED AS TO FORM: ONLY

By: [Signature]
Brian Wendt
Deputy Prosecuting Attorney

CHELAN COUNTY

SIGNED ON: 5/1/18

By: [Signature]
Keith W. Goehner, Chair of the Board

ATTEST: Jacinda Rublaitus

[Signature]
Clerk of the Board
Date: 5/1/18

APPROVED AS TO FORM:

By: [Signature]
Susan Hinkle 18276
Deputy Prosecuting Attorney

