

ORIGINAL AGREEMENT between Clallum Co. & City of Bothell AGR 15-142

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between CLALLAM COUNTY, a Washington State County, and the CITY OF BOTHELL, a municipal corporation of the State of Washington.

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 governmental 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 or acquisition of goods and services under contract where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATON: 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 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
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 the acquisition price of any goods or services 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 which 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 City of Bothell is the Public Works Director.

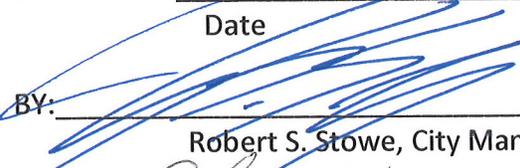
CLALLAM COUNTY

CITY OF BOTHELL

SIGNED ON: 24 March 2015
Date

SIGNED ON: 4-17-15
Date

BY: 
Jim McEntire, Chair of the Board

BY: 
Robert S. Stowe, City Manager

ATTEST: Trish Holden
Trish Holden, Clerk of the Board

ATTEST: Laura Hathaway
Laura Hathaway, City Clerk

APPROVED: 7/24 7/24
^{as to}
^{Form} Mark Nichols, Prosecuting Attorney

APPROVED: 
Joe Beck, City Attorney