After Recording Return To:
San Juan County Public Works
915 Spring St
Friday Harbor, WA 98250

SJC Agreement No.
10RD.028

INTERLOCAL COOPERATION AGREEMENT
TO SHARE SAN JUAN COUNTY SMALL WORKS ROSTER

This Agreement is between San Juan County ("County"), and the Shaw Island School District
duly organized and existing under and by virtue of the laws of the state of Washington.

WHEREAS, RCW 39.34 provides for interlocal cooperation agreements between
governmental agencies; and

WHEREAS, RCW 28A.335.190 allows School Districts to use the small works roster
process under RCW 39.04.155; and

WHEREAS, San Juan County has prepared a small works roster pursuant to RCW
39.04.155; and

WHEREAS, RCW 39.80.010 provides that School Districts may hire architects and
engineers using the procedures outlined in RCW 39.80 including advertisement for and
preparation of a list of qualifications and performance data for eligible professional firms; and

WHEREAS, San Juan County has prepared a list of qualified firms pursuant to RCW
39.80
NOW, THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the ability of the Shaw Island School District to use the small works roster, vendor list and list of firms providing architectural and engineering services kept by the County.

2. **Administration.** San Juan County is the lead entity under the provisions of RCW 39.04.155. The County shall be responsible for the administration of this Agreement.

3. **Scope.** This Agreement shall allow the following activities:
   A. The Shaw Island School District shall have access to and use of the small works roster prepared by the County under RCW 39.04.155.
   B. The Shaw Island School District shall have access to and use of the vendor list prepared by the County under RCW 39.04.190.
   C. The Shaw Island School District shall have access to and use of the list of architectural and engineering firms prepared by the County under RCW 39.80.

4. **Duration of Agreement – Termination.** This Agreement shall remain in force for a period of seven (7) years from the date of execution or until cancelled by either party in writing.

5. **Right of 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 this Agreement 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 or public works.

7. **Financing.** Neither party accepts responsibility for the payment of the acquisition price of any goods, services or public works 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 both 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 party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party to this Agreement.

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 provisions or affecting the validity or enforcement of such provisions.
ADOPTED this 4th day of May 2010.

ATTEST: Clerk of the Council

By: Ingrid Gabriel, Clerk
Date: May 4, 2010

REVIEWED BY COUNTY ADMINISTRATOR

Pete Rose
Date: 4-27-10

APPROVED AS TO FORM ONLY
RANDALL K. GAYLORD

By: Karen Vedder 3/18/10
Date

SAN JUAN COUNTY PUBLIC WORKS
Jon Shannon
Director

Date

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

Richard Fralick, Chair
District 4, Orcas West/Waldron

Lovel Pratt, Vice-Chair
District 1, San Juan South

Richard Peterson
District 2, San Juan North

Howard Rosenfeld, Member
District 3, Friday Harbor

Gene Knapp
District 5, Orcas East

Bob Myhr, Member
District 6, Lopez/Shaw
THE SHAW ISLAND SCHOOL DISTRICT
Sue Jefferts
Board Chair

[Signature] Date

THE SHAW ISLAND SCHOOL DISTRICT
Ron Woodard
Board Vice Chair

[Signature] Date

THE SHAW ISLAND SCHOOL DISTRICT
Gigi Allaway
Board Member

[Signature] 4/13/10 Date

THE SHAW ISLAND SCHOOL DISTRICT
Terri Mason
Board Member

[Signature] 4/13/10 Date

THE SHAW ISLAND SCHOOL DISTRICT
Allison Lengyel
Board Member

[Signature] Date

THE SHAW ISLAND SCHOOL DISTRICT
Robert Pattermann
Superintendent

[Signature] 4-13-10 Date