SJC Agreement No. 12RD.028

INTERLOCAL COOPERATION AGREEMENT
TO SHARE SAN JUAN COUNTY
SMALL WORKS ROSTER AND A&E ROSTERS AND
VENDOR LIST

This Agreement is between San Juan County ("County") and the Port of Friday Harbor ("Port") 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 53.08.120 allows the PORT 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 53.08.120 allows the PORT to purchase materials, supplies and services up to the amount of $50,000 using a vendor list as provided in RCW 39.04.190; and

WHEREAS, San Juan County has prepared a vendor list pursuant to RCW 39.04.190; and

WHEREAS, the guidelines adopted pursuant to RCW 53.19.080 provides that the PORT 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 PORT 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. No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by the Public Works Director.

3. **Scope.** This Agreement shall allow the following activities:
   A. The PORT shall have access to and use of the small works roster prepared by the County under RCW 39.04.155.
   B. The PORT shall have access to and use of the vendor list prepared by the County under RCW 39.04.190.
   C. The PORT 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. **Ownership.** Any property acquired by a party under this Agreement is the sole and separate property of that party.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

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.
Approved this 24th day of July 2012.

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

Patty Miller
Chair
District 5, Orcas East

Jamie Stephens, Vice Chair
District 6, Lopez/Shaw

Lovel Pratt, Member
District 1, San Juan South

Richard Peterson, Member
District 2, San Juan North

Howard Rosenfeld, Member
District 3, Friday Harbor

Richard Fralick, Member
District 4, Orcas West/Waldron

ATTEST: Clerk of the Council
Ingrid Gabriel, Clerk
Date: 7-24-2012

REVIEWED BY COUNTY ADMINISTRATOR
Robert W. John
Date: 7/10/12

Randal K. Gaylord
APPROVED AS TO FORM ONLY

By: 5/14/12

SAN JUAN COUNTY PUBLIC WORKS
Frank Mulcahy
Director

Date 7/9/2012