SJC Agreement No.
12RD.029

INTERLOCAL BIDDING/Purchasing AGREEMENT
BETWEEN SAN JUAN COUNTY AND PORT OF FRIDAY HARBOR

This Agreement, made and entered into by and between San Juan County, state of Washington, a Washington municipal corporation (hereinafter referred to as "San Juan County") and THE PORT OF FRIDAY HARBOR, Washington, a municipal corporation (hereinafter referred to as "PORT"), (collectively "Parties").

WITNESSETH that:

A. The Parties maintain, for the benefit of the citizens of their respective jurisdictions, an organized and standard bidding 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 public works equipment, goods and services, can be purchased through a bidding 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 public works equipment as a result of competitive bidding and within the specifications established by and for San Juan County and the PORT. Once bidding 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.

San Juan County and the PORT 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.

San Juan County and the PORT accept no responsibility for the performance of any contracts by the contractor, and San Juan County and the PORT 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 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. 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.**

San Juan County agrees to indemnify, defend and hold the PORT, 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 San Juan County, its elected officials, commissioners, officers, employees, agents, and volunteers, or by San Juan County's breach of this Agreement.

The PORT agrees to indemnify, defend and hold San Juan County, 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 the PORT, 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. **SAN JUAN COUNTY:**
   
   **PUBLIC WORKS**
   
   **PO BOX 729**
   
   **915 SPRING ST**
   
   **FRIDAY HARBOR, WA 98250**
   
   **360/370-0500**

b. **PORT OF FRIDAY HARBOR**
   
   **PO BOX 889**
   
   **204 FRONT ST N**
   
   **FRIDAY HARBOR, WA 98250**
   
   **360/378-2688**

8. **Administration.** No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by the Public Works Director.
9. **Recording.** A copy of this Agreement shall be recorded in the San Juan County Auditor’s 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 SAN JUAN County if the bid is issued by the PORT or in San Juan County if the bid is issued by San Juan County. Failure of the PORT or the County 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 10th day of **July** 2012.

**PORT OF FRIDAY HARBOR**  
Marilyn O’Conner  
Port Director

**SAN JUAN COUNTY PUBLIC WORKS**  
Frank Mulcahy  
Director

7/9/12  
Date

**APPROVED AS TO FORM ONLY**  
San Juan County Prosecuting Attorney  
Randall K. Gaylord

**FINAL APPROVAL**  
Robert W. Jean  
County Administrator  
Protem

5/14/12  
Date

7/10/12  
Date