INTERLOCAL JOINT PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into under Ch. 39.34 RCW on this 25th day of January, 1999, between the City of Sequim, a municipal corporation of the State of Washington, and the City of Port Angeles, a municipal corporation of the State of Washington.

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, the parties desire to establish a procedure for making joint purchases so that each party may acquire goods and services upon more favorable terms and conditions; and

WHEREAS, this Interlocal Agreement will provide the framework and authority by which particular joint purchases may hereafter be made.

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 and to authorize the acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.

2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement.

3. SCOPE: Each party, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes the other party to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Any contract for the purchase of goods and services made by either party prior to the execution of this agreement may be extended to include the other party with the concurrence of the vendor.

4. DURATION AND TERMINATION: This agreement shall take effect immediately and 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. Each party shall also have the right to exclude the other party from particular purchases, for any reason, with or without notice to the other party. This paragraph shall not impair existing or pending joint purchases of the parties.

6. COMPLIANCE WITH LEGAL REQUIREMENTS: It shall be the obligation of the party seeking to place additional orders under the original purchase contract to be certain that legal requirements applicable to its own jurisdiction have been met.

7. LIABILITY: Neither party shall assume any liability to the other by entering into, performing, or not performing this Interlocal Agreement. Neither party shall be responsible to the other for the performance or nonperformance of contracts by vendors.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the day and year first above written.

CITY OF PORT ANGELES

Patrick Ibarra, City Manager

ATTEST:

Becky J. Upton, City Clerk

APPROVED AS TO FORM:

Craig D. Knutson, City Attorney

CITY OF SEQUIM

M. Thomas Lawell, City Manager

ATTEST:

Lonna L. Muirhead, City Clerk

APPROVED AS TO FORM:

Craig A. Ritchie, City Attorney

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