

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND CITY OF FIFE
FOR
JOINT PURCHASE AGREEMENT**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and City of Fife (FIFE) agree as follows:

I. Purpose/Objective

This Agreement pertains to bids and contracts for supplies, material, equipment or services that may be required from time to time by OLYMPIA and FIFE.

Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

II. Scope of Agreement/Work

1. Each of the parties shall comply with all applicable laws and regulations governing its own purchases.
2. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases.
3. Any purchase made pursuant to this Agreement is not purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance,

warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

4. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

V. Indemnification & Insurance

The CITY OF FIFE and the CITY OF OLYMPIA each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

VI. Duration of Agreement

This Agreement shall be effective until canceled by either party unless otherwise terminated in the manner described under the termination section of this Agreement.

VII. Termination of Agreement

This Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement.

VIII. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and FIFE and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

IX. Posting or Recording

Prior to its entry into force, this Agreement shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

X. Employment Relationship

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or

benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

XI. Notice/Contract Representative

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: General Services Director, Public Works Department

Re: Joint Purchase Agreement with City of Fife

PO Box 1967

Olympia, WA 98507-1967

CITY OF FIFE

Attn: City Attorney

Re: Joint Purchase Agreement with City of Olympia

5411 23rd Street East

Fife, WA 98424

XIV. Records

Each party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this interlocal. Any public records request addressed to the group as if this interlocal created a separate legal entity, shall be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.

XV. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County if the issue is raised by Olympia or in the Superior Court of Pierce County if the issue is raised by Fife.

XVI. Effective Date

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040 and signature of both parties.

[Signature Page to Follow]

CITY OF OLYMPIA

Steven J. Burney, City Manager

Date: _____

Approved as to form:

Deputy City Attorney

CITY OF FIFE

Hyun Kim, City Manager

Date: 6/11/2022

Approved as to form:

City Attorney