101-26-006 20

JUN 09 2026

INTERLOCAL AGREEMENT
BETWEEN
CLALLAM COUNTY AND CITY OF SEQUIM
FOR PROCUREMENT OF MATERIALS AND SUPPLIES

THIS AGREEMENT is made and entered into on the Effective Date below by and between the City of Sequim, a municipal corporation of the State of Washington ("City") and Clallam County, a public agency of the State of Washington ("County"), collectively "the Parties."

RECITALS

WHEREAS, the Interlocal Cooperation Act, codified in RCW Chapter 39.34 (as amended), provides for interlocal cooperation between governmental agencies, including intergovernmental contracts to perform governmental activities; and

WHEREAS, RCW 39.33.010 (as amended) authorizes political subdivisions of the State of Washington to agree between or among themselves to sell, transfer, exchange, lease, or otherwise dispose of property, including materials and supplies, without imposing additional conditions upon the exercise of their respective powers; and

WHEREAS, pursuant to the cited statutes, the City and the County are authorized to enter into intergovernmental contracts for the procurement of materials and supplies ("goods"), including without limitation the items listed in Appendix A; and

WHEREAS, the Parties acknowledge their mutual interests in establishing cooperative processes to accomplish the activities and benefits described in this Agreement; and

WHEREAS, the Parties desire to utilize each other's procurement agreements when it is in their mutual interest; and

WHEREAS, this Agreement is intended to supplement without replacing the multi-agency reciprocal maintenance Interlocal Agreement which includes the City and the County among its signatories that was recorded with the Clallam County Auditor at AFN 2005 1163466, and which contemplated exchange of materials as well as equipment and labor;

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide the Parties with the most efficient and cost-effective processes to pursue and implement the following activities:

a) to purchase or acquire goods under contracts where a price is extended by either Party's bidder to other governmental agencies;

b) to permit the Parties to make the most efficient use of their resources by furnishing each other certain goods when available on a reimbursable basis; and

c) to accomplish the transactions and exchanges contemplated in this Agreement via written requests or purchase orders.

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

3. RECORDING/FILING. In compliance with RCW 39.34.040, each Party will cause fully executed copies of this Agreement to be recorded with the County Auditor or, in addition to or in the alternative, to be filed on the Party's website before its provisions are acted upon by either Party.

4. SCOPE. This Agreement is intended to cover the following activities:

a) Purchase or acquisition of goods by each Party acting as agent for either or both Parties when agreed to in advance, in writing; and

b) Purchase or acquisition of goods by each Party where provision has been provided in contracts for other governmental agencies to avail themselves of goods offered under the contract and/or where either Party's bidder is willing to extend prices to other governmental agencies; and

c) Exchange of certain goods on a temporary or permanent basis when agreed upon in writing.

5. DURATION OF AGREEMENT. This Agreement will remain in force until terminated by either Party in writing.

6. TERMINATION OF AGREEMENT. Either Party may terminate this Agreement upon 30 calendar days' written notice to the other Party at the Formal Notices address provided in this Agreement. Termination will not alter the obligations of the Parties regarding payment and/or disbursal of property pursuant to a request that was agreed to before termination. Termination does not require a cause. However, before termination the Parties may discuss and attempt to cure issues that may have arisen resulting in the desire to terminate. Any agreement to attempt to cure a breach or alleged breach of this Agreement must be mutually agreed to in writing.

7. RESERVATION OF RIGHT TO CONTRACT INDEPENDENTLY – RESERVATION OF RIGHT TO REFUSE DELIVERY OR PAYMENT. Each Party reserves the right to contract independently for the acquisition of goods without notice to the other Party and in so doing will not bind or otherwise obligate the other Party to participate in the activity. In addition, each Party reserves the right to refuse delivery of or payment for any goods that are found to not meet the mutually agreed-upon standard or specification as described in the request or purchase order.

8. COMPLIANCE WITH LEGAL REQUIREMENTS. Each Party accepts responsibility for its own obligations to comply with federal, state, or local laws and regulations, including in particular bidding requirements applicable to its acquisition of goods. Neither Party is responsible for the legal obligations of the other Party.

9. PAYMENT AND DELIVERY. The method of financing of payment will be through budgeted funds or other available funds of the Party for whose use the goods are acquired. Neither Party accepts any responsibility for the payment of the acquisition price of any goods intended for use by the other Party. The goods must be delivered to a mutually agreed-upon beneficial location as described in the request

or purchase order. The Party receiving the goods must reimburse the Party providing the goods for that Party's actual direct and related indirect costs. Partial payments will be made by the Party receiving goods upon the request of the Party providing the goods as long as these payments will not be more frequent than once per month. Neither Party agrees to pay any additional fee or charge outside of the actual cost of furnishing and delivering the goods to the other Party as described in this section.

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 other agencies at the same bid price and upon the same terms and conditions.

11. NON-DELEGATION - NON-ASSIGNMENT. Neither Party may delegate or assign the performance of any contractual obligation undertaken pursuant to this Agreement to a third party unless mutually agreed to in writing by both Parties.

12. DEFENSE, INDEMNITY, AND HOLD HARMLESS – NOTICE OF CLAIMS - SPOLIATION. Each Party will defend, indemnify, and hold the other Party harmless from and against any liability for any and all injuries, losses, damages, or expenses to persons or property arising from the sole negligent act or omission of the Party or its elected officials, department heads, agents, or employees in performance of this Agreement. To the extent a claim for injury, loss, damage, or expense is found to be caused by the joint or concurrent negligence of both Parties, each Party will be responsible and liable in proportion to its own negligence.

Each Party agrees to promptly notify the other Party of any potential claim that may arise or result from this Agreement, and grant the other Party the opportunity to review and inspect evidence related to a potential claim, including the scene of an accident. These rights and obligations will not apply in circumstances where the County and the City are opposing parties to a legal matter and such notification and access would be contrary to their respective interests in the legal proceedings.

Each Party agrees to take all objectively reasonable steps to preserve physical evidence and information that may be relevant to the circumstances surrounding a potential claim arising or resulting from this Agreement.

13. RECORD-KEEPING, AUDITS, AND RECORDS REQUESTS. Each Party is responsible for maintaining all records relating to this Agreement and the activities undertaken pursuant to this Agreement for the applicable State Archivist retention period. Each Party agrees to maintain records of all costs incurred under this Agreement in a manner satisfactory to the State Auditor's Office and to make such records available in the event of an audit. Each Party is responsible for responding to any requests for public records made pursuant to RCW 42.56 that it may receive pertaining to this Agreement or the activities undertaken pursuant to this Agreement.

14. INSURANCE. Each Party agrees to maintain appropriate liability coverage through their respective risk pool or insurer, and to provide evidence of coverage to the other Party upon request. This requirement includes worker's compensation coverage as required by the industrial insurance laws of the State of Washington.

15. SEVERABILITY. If any sentence, section, or clause of this Agreement or its application to any circumstance is declared by a court with jurisdiction to be illegal or unenforceable, the validity of the

remaining provisions is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Agreement did not contain that provision.

16. SURVIVAL OF CERTAIN PROVISIONS. The provisions of this Agreement that by reasonable implication contemplate continued performance, rights, or compliance will survive termination of the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Parties' obligations to indemnify each other will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

17. DISPUTE RESOLUTION – APPLICABLE LAW AND VENUE - WAIVER. The Parties agree to attempt to resolve any disputes that may arise under this Agreement through good faith non-binding mediation undertaken in a mutually-agreed manner. If such attempts fail, each Party may enforce their rights and remedies in judicial proceedings filed in a neutral venue.

This Agreement is governed by and construed in accordance with the laws of the State of Washington and venue and jurisdiction shall be in Clallam County Superior Court.

Failure of either Party to insist upon strict compliance with any term, covenant, or condition of this Agreement is not a waiver of such and must not be so construed. Any waiver of a breach or default will be memorialized in writing and signed by authorized representatives of the Parties.

18. BUDGET – OWNERSHIP OF PROPERTY. This Agreement does not contemplate any joint or shared budgets or the joint or shared ownership of any real or personal property. At termination, each Party will remain the sole owner of its own property.

19. FORMAL NOTICES. Any formal notice that may be required to be given under this Agreement must be (1) personally delivered to the service address below, or (2) mailed by certified mail, return receipt requested. If mailed, delivery is deemed to have occurred three business days after the notice is deposited in the U.S. Postal Service. The Parties' addresses for this purpose are as set forth below unless an alternate address is later provided in writing. Each Party is responsible for timely notifying the other Party of any change in Notice address or contact persons.

"Formal" notice requirements are limited to Termination and potential legal disputes arising from this Agreement. This section is not intended to apply to ordinary communications regarding this Agreement, which may be conducted by telephone, email, or in person between any employee or official designated by either Party to undertake the purposes of this Agreement.

DIRECT FORMAL NOTICES TO:	
CITY	**COUNTY**
City of Sequim Attn: City Clerk 152 West Cedar Street Sequim WA 98382 (360) 681-3428 **With separate copy addressed to City Attorney. Certified mail is not required for attorney's copy.**	Clallam County Attn: County Engineer 223 East 4th Street, Suite 6 Port Angeles WA 98362 (360) 417-2379

20. AUTHORITY AND EXECUTION. This Agreement is an interlocal agreement entered into pursuant to RCW 39.34 by the legislative bodies of the respective Parties. Persons executing this Agreement warrant and represent that they are authorized to do so on behalf of their respective Party and are authorized to bind that Party to this Agreement's terms and conditions.

This Agreement may be executed in counterparts and becomes binding when one or more counterparts, individually or taken together, bears the signature of two or more of the Parties reflected as signatories.

Signatures can be in scanned handwritten, electronic, or digital form without affecting their validity.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and incorporates all previous oral and written discussions.

22. EFFECTIVE DATE. This Agreement becomes effective upon the date of last signature.

City of Sequim	Clallam County
Rachel Anderson, Mayor, as authorized by the Sequim City Council on June 8, 2026.	Mike French, Chair of the Board of County Commissioners, as authorized by the Board of County Commissioners on _____, 20__.
Approved as to Form: Kristina Nelson-Gross, City Attorney	Approved as to Form: Chief Civil Prosecutor, B. Dee Boughton
ATTEST: Heather Robley, City Clerk	ATTEST: Loni Gores, Clerk of the Board of County Commissioners

APPENDIX A

The goods anticipated to be procured pursuant to this Agreement include without limitation the following:

- Paint for striping
- Base Course
- Top Course
- Rock "chips" (for chip sealing purposes)
- Crack seal
- Sand
- Salt/brine
- MUTCD-compliant traffic signs
- Hot Mix Asphalt
- Liquid Asphalt
- Chemicals for sewage treatment