

BIDDING AGREEMENT
BETWEEN MASON COUNTY AND CITY OF KENT

This Agreement, made and entered into this 16 day of November 1989, by and between Mason County, Washington, a municipal corporation (hereinafter referred to as "County") and City of Kent, Washington, a municipal corporation (hereinafter referred to as "City").

WITNESSETH that:

WHEREAS, Mason County and City maintain, for the benefit of the citizens of their respective jurisdictions, organized and standard bidding structure charged with the function of securing the best equipment at the best possible price within the limits of all appropriate bidding laws of the State of Washington and individual jurisdictions, and

WHEREAS, 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 and mutual benefit to their public works services if, in some circumstances, the purchase of public works equipment can be purchased through a group bidding process made up of more than one jurisdiction in the State of Washington, and

WHEREAS, the parties hereto desired and entered into a bidding/purchasing agreement pact wherein the parties can establish yearly bidding for equipment of mutual need requirements, beginning with vehicle purchases for the year 1989, and

WHEREAS, the parties hereto desire to set forth their right, duties and responsibilities with respect to applicable laws, ordinance, procedures as established by the parties hereto and the State of Washington. The County and City may elect not to exercise their right under this agreement every year but may do so at anytime the agreement remains in effect or is renewed, and

NOW, THEREFORE, for and in consideration of the procedures contained herein performed and to be performed, the parties hereto agree as follows:

1. The parties hereto, pursuant to Chapter 36 bidding laws, Revised Code of Washington, do hereby contract to purchase vehicles as a result of competitive bidding and within specification established for the County and the City. Once bidding has been finalized and parties have been notified, all parties will make their individual option selection, selections, trade-in and delivery arrangements directly with the fleet dealer.

2. The County and City agree that each party has no liability as far as the durability or serviceability of the equipment selected. It is also agreed that the equipment selected shall be agreed upon by the parties and will not be perceived as selected by the County.

3. The County and City accepts no responsibility for the performance of any purchasing contracts by the vendor, and the County and City accepts no responsibility for payment of the purchase price in a contract entered into by the other party.

4. This agreement is offered to allow the City and County the capability to purchase a vehicle designed specific for their use and to take advantage of prices achieved by group participation.

5. 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.

6. The parties reserve the right to exclude the other party from any particular purchasing contract with or without notice to the other party.

7. The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.

a. Mason County
Roger D. Lovitt, Director ER&R Fund Name of Individual
411 North 5th Street Address
Shelton, WA 98584 Phone (206)427-9670

b. City of Kent
Jack Spencer, Fleet Mgr. Name of Individual
c/o Kent City Shops Address
5821 S. 240th Address
Kent, WA 98032 Phone (206) 859-3395

8. A copy of this agreement shall be filed with the Secretary of State, the City Clerk of the City of Kent, and the County Auditor for the Counties of Mason and King.

IN WITNESS WHEREOF the parties have hereunto placed their hand and seals on the day and year indicated.

MASON COUNTY, WASHINGTON

BY: Annette S. McGee
Chairperson, Board of County Commissioners

Date: October 10, 1989

Approved as to form for
Mason County:

[Signature]

CITY OF KENT, WASHINGTON

BY: *[Signature]*
Dan Kelleher, Mayor

Date: Nov. 16, 1989

Approved as to form:

[Signature]
City Attorney