Whatcom County Fire Districts
Interlocal Joint Purchasing Agreement

This Joint Purchasing Agreement (the "Agreement") is entered into this 16th day of June, 2020 by and between WHATCOM COUNTY FIRE DISTRICT NO. 4 ("Whatcom 4"), a political subdivision of the State of Washington, and WHATCOM COUNTY FIRE DISTRICT NO. 8 ("Whatcom 8"), a political subdivision under the laws of the State of Washington. Whatcom 4 and Whatcom 8 are collectively referred to herein as the "parties".

I. RECITALS

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;

WHEREAS, RCW 39.04.190 allows special purpose districts and other governments and governmental agencies to create joint vendor lists, and RCW 39.04.155 allows special purpose districts and other governments and governmental agencies to create joint small works rosters;

WHEREAS, utilization of joint vendor lists and joint small works rosters by Fire Districts allows for efficient and potentially less expensive procurement practices in compliance with State Law;

WHEREAS, the parties desire to establish procedures for the creation of joint vendor lists and joint small works rosters, and to utilize each other's procurement agreements when it is in their mutual interest; and

WHEREAS, the parties desire to manage vendor lists and small works rosters in an efficient manner.

II. TERMS AND CONDITIONS

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to create joint small works rosters and vendor lists, to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance, and to authorize the purchase or 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. The party to this Agreement responsible for the administration of any joint undertaking shall be determined on a case by case basis. The parties shall comply with the requirements of RCW 39.04.155 and RCW 39.04.190

as they relate to the establishment and implementation of joint vendor lists and joint small works rosters.

3. Scope. This Agreement shall allow the following activities:

3.1 The creation of a joint vendor's list in compliance with the acquisition process set forth in RCW 39.04.190.

3.2 The creation of a joint small works roster as described in RCW 39.04.155.

3.3 Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance and in writing.

3.4 Purchase or acquisition of goods and services by each party where provision has been made by a vendor/contractor in contracts for other governmental agencies to avail themselves of goods and services offered under contract and/or where either party's bidder is willing to extend a quoted price to other governmental agencies.

4. Performance. Under this Agreement, Whatcom 4 agrees to:

4.1 Serve as the designated Lead Agency as describe in RCW 39.04.155, for the sole purpose of establishing and maintaining the mandated lists and public notices.

4.2 Publish the required notices of vendor's lists and small works rosters as required under RCW 39.04.190 and RCW 39.04.155.

4.3 Provide updated vendor lists and small works rosters to each participating agency on a semi-annual basis.

5. Fees. Whatcom 8 agrees to pay the sum of Two Hundred Dollars ($200), plus an equal share of the costs of legal advertising, to Whatcom 4 on an annual basis as an administrative fee for establishing and maintaining these lists (the "Compensation"). The Compensation shall be paid first upon execution of this Agreement, and thereafter on every one-year anniversary of this Agreement's execution, or such other date as the parties may agree to in writing, for the duration of the Agreement as set forth in Section 6, below.

6. Duration of Agreement – Termination. This Agreement shall remain in force for a period of ten (10) years unless terminated by either party in writing. Either party may terminate this Agreement for any cause upon thirty (30) days' advance written notification. Termination shall not alter the obligations of the parties hereto regarding payment and/or disbursal of property in a joint purchase that was undertaken prior to termination of the Agreement.

7. Right to Contract Independently – 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 any such activity. Whatcom 4, by undertaking the obligations set forth herein, is not entering into any procurement contracts nor providing any assurances of payments to any vendor or any contractor for any purchases or work contracted for by any agency or entity.

8. Compliance With Legal Requirement. Each party agrees to comply with federal, state, and local laws and regulations including, but not limited to, bidding requirements applicable to its acquisition of goods and services,

9. Financing. Each party shall be solely responsible for payment of the acquisition price of any goods or services acquired for use by said party pursuant to this Agreement. The party acquiring the goods or services shall finance the acquisition of such goods or services through budgeted funds or other available funds.

10. Filing. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

11. Interlocal Cooperation Disclosure. Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may wish to procure the goods being offered to the soliciting party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

12. Non-Delegation/Non-Assignment. Neither party may delegate, assign, or transfer the performance of any contractual obligation arising under this Agreement to a third, unless such party receives prior mutual written consent of all parties to this Agreement.

13. Hold-Harmless. Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees related to or arising out of this Agreement, and all vendor or work contract obligations executed for a party's own benefit. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Dispute Resolution. Administration of the provisions of this Agreement shall be resolved by a joint board to consist of the chief executive officer of each party, and/or their designee. Disputes arising under this Agreement shall be resolved through consensus agreement of the joint board. If consensus resolution is not obtained, either party expressly reserves its right to pursue all other forms of relief available under the law.

16. Acquisition/Disposition. All property contracted for under the provisions of this Agreement shall be acquired, held, and disposed of in accordance with the terms and provisions of the joint bid or solicitation documents contemplated herein. Each joint bid or solicitation document shall state the manner for acquisition and disposition of the property contracted with respect to each party.

17. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No

presumption or other rules construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

18. Governing Law. This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Whatcom County, Washington.

19. Time of Performance. Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

20. Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

21. Waiver. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

22. Amendment. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WHATCOM COUNTY FIRE DISTRICT NO. 4

BY: Commissioner Dave Hanson

BY: Commissioner Harry Andrews

BY: Commissioner Mark Chamberlain