

## INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the Port of Everett, a political subdivision of Washington, and Snohomish County Public Transportation Benefit Area (dba COMMUNITY TRANSIT), a public agency under the laws of the State of Washington.

### WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

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

NOW, THEREFORE, 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 where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and 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.

#### 3. SCOPE

This agreement shall allow the following activities:

- A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
- B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies

#### 4. DURATION AGREEMENT – TERMINATION

This agreement shall remain in force until cancelled 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.

6. COMPLIANCE WITH LEGAL REQUIREMENT

Each party accepts responsibility for compliance with federal, state or local laws and regulations including bidding requirements applicable to its acquisition of goods and services.

7. FINANCING

Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. FILING

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

9. 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, terms and conditions.

10. NON-DELEGATION/NON-ASSIGNMENT

Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

11. HOLD-HARMLESS

Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. either 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.

12. SEVERABILITY

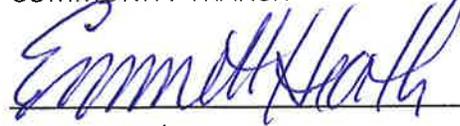
Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

PORT OF EVERETT



LES REARDANZ  
CEO / EXECUTIVE DIRECTOR

COMMUNITY TRANSIT



Emmett Heath  
CEO