

**INTERLOCAL AGREEMENT  
FOR JOINT PURCHASING OF  
APPARATUS AND EQUIPMENT**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between the City of Arlington City), a municipal corporation and Marysville Fire District 12 (District), a municipal corporation under the authority of RCW 52.12.031(3) and Chapter 39.34 RCW (the "Interlocal Cooperation Act") to assist each other in purchasing emergency apparatus, tools and equipment.

**ARTICLE 1  
AUTHORITY TO PURCHASE ON OTHER PARTIES' CONTRACTS**

1.1 Whenever possible, a Party that solicits bids for equipment and material purchases will conduct its solicitation in a manner that will allow other Parties to utilize its purchase contract. To enable other Parties to utilize this benefit, the initial contracting Party shall:

A. Comply with the public bidding laws of the State of Washington as they apply to such Party;

B. Provide in its bid specifications or contract documents that other municipal corporations may utilize the contract for independent purchases;

C. Either (i) post the bid or solicitation notice on a web site established and maintained by a government, purchasing cooperative or similar service provider or (ii) provide an access link to the state's web portal to the notice.

1.2 This Agreement is intended to constitute the Interlocal Agreement required by RCW 39.04.030 for utilizing other Parties' purchase contracts. .

**ARTICLE 2  
DURATION AND TERMINATION**

2.1. **Effective Date.** This Agreement shall take effect and be in full force and effect after all of the following has occurred:

A. The Agreement is approved by the official action of the governing bodies.

B. The Agreement is executed by the duly authorized representative of each Party,  
and

C. A copy of the Agreement is filed with the Snohomish County Auditor's Office.

2.2 **Duration.** The initial term of this Agreement shall be for a period of three (3) years.

2.3 **Extension.** This Agreement shall automatically be renewed and extended for additional three (3) year periods unless terminated by written notice given by one party to the other.

2.4 **Withdrawal.** Each Party shall have the right to withdraw from this agreement at any time during the term of this agreement, including the initial term, by providing the other Party with written notice of intention to terminate at least thirty (30) days prior to the effective date of such withdrawal.

**ARTICLE 3  
NOTICE**

3.1 Any notices given under this Agreement shall be deemed to be sufficient if in writing and delivered personally or sent via certified mail to the Party affected at the address set forth on the signature page.

**ARTICLE 4  
NO BENEFIT TO THIRD PARTIES**

4.1 This Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any Party. Without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

**ARTICLE 5  
SEPARATE PROPERTY**

5.1. It is not contemplated that any property, real or personal, will be acquired by any Party separately or jointly as a result of this Agreement. No separate fund shall be established with regard to this Agreement. Any acquisition of joint property shall be subject to a separate Interlocal Agreement executed prior to or at the time of such joint acquisition. All equipment and property owned or acquired solely by a Party hereto shall remain the equipment and property of that Party.

**ARTICLE 6  
ADMINISTRATION**

6.1 Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the Chief Officers of the respective Parties.

**ARTICLE 7  
DRAFTING**

7.1. Each Party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which Party drafted a particular provision.

**ARTICLE 8  
SEVERABILITY**

8.1. Any invalidity, in whole or in part, of any provision of this Agreement, shall not affect the validity of any other of its provisions.

**ARTICLE 9**

**WAIVER**

9.1. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

**ARTICLE 10  
AMENDMENT**

10.1. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties.

**ARTICLE 11  
ENTIRE AGREEMENT**

11.1. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed herein. This Agreement supersedes and nullifies any previous agreements or understandings, whether written and oral, between the Parties to this Agreement with reference to the joint purchasing of apparatus and equipment.

Dated this 6<sup>th</sup> day of October, 2009

CITY OF ARLINGTON

Margaret Larson  
Margaret Larson, Mayor

ATTEST: Kathy Peterson  
for Kathy Peterson, City Clerk

APPROVED AS TO FORM:

Steve Peiffle  
Steve Peiffle, City Attorney

MARYSVILLE FIRE DISTRICT NO. 12

MR [Signature]  
, Chairperson

ATTEST: [Signature]  
District Secretary

ADDRESS FOR NOTICE PURPOSES:

238 N. Olympic Avenue  
Arlington, WA 98223

ADDRESS FOR NOTICE PURPOSES:

1094-LEPAR, Marysville, WA  
Marysville, WA 98270