# INTERLOCAL PROCUREMENT AGREEMENT BETWEEN THE NORTH MASON REGIONAL FIRE AUTHORITY AND CLALLAM COUNTY FIRE PROTECTION DISTRICT NO. 2

### 1. Parties

- 1.1 The North Mason Regional Fire Authority is a special service agency organized under the State of Washington law Title 52, herein referred to as the NMRFA.
- 1.2 Clallam County Fire Protection District No. 2 is a special service district organized under the State of Washington law Title 52, herein referred to as Fire District #2.

#### 2. Purpose

- 2.1 The NMRFA and Fire District #2 each possess the power to procure goods and services and to dispose of property and may cooperate in accordance with RCW 39.34.080.
- The NMRFA and Fire District #2 desire to enter into an interlocal procurement agreement to make the most efficient use of the powers enumerated in paragraph 2.1.

#### 3. Procurements

- Each party agrees to extend to the other party the right to purchase supplies, materials, equipment, and services from its contracts with vendors, suppliers, providers, and contractors for such supplies, materials, equipment, and services permitted by law.
- 4. Duration
  - 4.1 This agreement shall be in effect until modified or terminated in accordance with paragraph 9.
- 5. Organization
  - 5.1 No separate legal or administrative entity is created by this agreement.
- 6. Property
  - Ownership of property acquired pursuant to this agreement shall vest in the party making the procurement, which shall have sole right of disposal of the property.

# 7. Financing and Budget

- 7.1 Each party shall pay for its own procurements.
- 7.2 Each party shall be responsible for its own budgeting.

#### 8. Administration

- 8.1 No separate legal or administrative entity shall be created by this agreement.
- 8.2 Neither party is authorized to bind the other to any contract or obligation.
- 8.3 Each party shall be responsible for its own compliance with any applicable procurement procedures.
- To the extent that any joint administration is required under this agreement, the purchasing agents of the NMRFA and Fire District #2 shall constitute a joint board responsible for such administration.

## 9. Modification and Termination

- 9.1 Either party may terminate this agreement upon written notice of termination to the other party.
- This agreement may be modified only by mutual written agreement.

# 10. Applicable Law and Conformance

This agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws if the State of Washington.

## 11. Jurisdiction and Venue

Any dispute or proceeding arising out of this agreement shall be submitted to the Superior Court of the State of Washington for Mason County.

ATTEST:	
Kelley Montosh, Eire Commissioner	3/16/15 Date
Brooke Quigley, Fire Commissioner	3/10/2015 Date
Dan Kewish, Fire Commissioner	3/10/15 Date
Tom Wampold, Fire Commissioner	Date
Beverly Voss-Petredis, Fire Commissioner	3/10/2015 Date
CLALLAM COUNTY FIRE PE	ROTECTION DISTRICT NO. 2
Richard E. Ruud, Board Chair	3 · 17 · 2015 Date
Thomas D. Martin, Commissioner	Date
David R. Whitney, Commissioner	3 · 17 · 2015 Date