

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**



**FINANCE/ACCOUNTING**  
Whatcom County Courthouse  
311 Grand Avenue, Suite #503  
Bellingham WA 98225-4082  
Brad Bennett, Finance Manager


**DATE:** November 10, 2021  
**TO:** Tyler Schroeder, Director of Administrative Services  
**FROM:** Brad Bennett, AS Finance Manager  
**SUBJECT:** Approval for a reciprocal Interlocal Cooperative Agreement with Stevens County

- **Background & Purpose**

Administrative Services Finance is requesting approval to enter into a cooperative purchasing agreement with Stevens County. This reciprocal agreement will allow Whatcom County and Stevens County to utilize each other's competitively bid contracts for purchases of supplies, goods, services, and equipment, per RCW Chapter 39.34 Interlocal Cooperation Act.

- **Funding**

There is no fee to enter into this agreement.



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AS Finance Manager

Approved as recommended:

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Director of Administrative Services

Date of Council Action \_\_\_\_\_

**INTERLOCAL PURCHASING  
AGREEMENT  
STEVENS COUNTY – WHATCOM COUNTY**

**THIS INTERLOCAL AGREEMENT** is between Stevens County, a political subdivision of the State of Washington, and Whatcom County, a political subdivision 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 intergovernmental cooperation between public 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 for 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 made 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 canceled 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 and 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, in particular, bidding requirements applicable to its acquisition of goods and services.

**7. FINANCING**

The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. 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 or listed 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 consequence of any negligent or wrongful act on the part of itself and its employees. 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.

**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 provisions or affecting the validity or enforcement of such provisions.

**WHATCOM COUNTY**

Approved as to form:



Christopher Quinn  
Senior Civil Deputy Prosecuting Attorney

11-10-2021

Date

**Approved:**

Accepted by Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu Date  
Whatcom County Executive

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at  
\_\_\_\_\_. My commission expires \_\_\_\_\_.

**STEVENS COUNTY**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Department Approval: by:  
Board of County Commissioners,  
Stevens County, Washington

\_\_\_\_\_  
Chairman Wes McCart

\_\_\_\_\_  
Commissioner Mark Burrows

\_\_\_\_\_  
Commissioner Greg Young

Attest:  
\_\_\_\_\_  
Jonnie Brown  
Clerk of the Board