

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT ("Agreement") is between WHATCOM TRANSPORTATION ("WTA"), a Public Transportation Benefit Area defined by Revised Code of Washington State (RCW) Chapter 36.57A, and the State of Virginia ("State") pursuant to VA Code Ann. Section 15.2-1300.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in RCW Chapter 39.34 and VA Code Ann. Section 15.2-1300 provide for interlocal cooperation between governmental agencies; and

WHEREAS, WTA is a recipient of Federal Transportation Administration (FTA) funding;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to acknowledge the parties' mutual interest in the acquisition of goods and services under contract 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. This Agreement shall be jointly administered by WTA and the State.
3. SCOPE: This Agreement shall allow the following activities:
 - A. WTA's purchase and acquisition of eight (8), Gillig forty-foot (40') heavy duty transit coaches utilizing State contract #E194-75548.
4. PROPERTY AND SERVICES ACQUISITION AND DISPOSITION: No real or personal property is expected to be acquired for the joint use of the parties, or in association with any cooperative undertaking by the parties. Any property or services acquired by a party through this Agreement shall belong solely to that party, and handling, management and disposition of such property shall be the sole responsibility of the acquiring party according to applicable legal requirements.
5. DURATION AGREEMENT – TERMINATION: This Agreement shall remain in force until canceled by either party subject to at least thirty (30) day written notice. Notwithstanding the above, the cancellation of this Agreement shall not impact the obtainment of any services or products that have already been secured pursuant to the rights under this Agreement.

6. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and nothing herein shall bind or otherwise obligate the other party to participate in any activity.
7. COMPLIANCE WITH LEGAL REQUIREMENTS: 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 or disposal of property under this Agreement.
8. FINANCING: The method of financing of payment shall be through budgeted funds or other available funds at the discretion of the party for whose use the property is actually acquired or disposed. Neither party shall be financially responsible for the payment of the acquisition price, or maintenance or disposal costs of any goods or services intended for use by the other party.
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 under this Agreement, 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 or failure to act on the part of itself and its employees in relationship to this Agreement. Each party shall hold harmless, defend and indemnify the other from and against any claim, demand or judgment arising out of their actions under this Agreement. Neither party assumes responsibility to the other party for the consequences of any act or omission of the other party, or 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 enforceability, without involving the remaining provisions or affecting the validity or enforcement of such provisions.

13. COUNTERPARTS

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive

proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The court shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

14. NOTICE OF BIDS

For purposes of this Agreement, any obligation with respect to competitive bids or proposals that applies to either of the parties shall be satisfied if the party that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by the party for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the a state web portal to the notice.

15. APPROVAL

Each party warrants that it obtained approval of this Agreement via ordinance or equivalent process.

STATE OF VIRGINIA

By: *Dennis Donahue*
Dennis Donahue 12/4/2019

Contracts Officer

WHATCOM TRANSPORTATION AUTHORITY

By: *Peter L. Stark*
Peter L. Stark, General Manager
1/16/2020