

101-12-033

24  
12/18/12

**AGREEMENT to ESTABLISH a SHARED  
SMALL WORKS ROSTER**

**BETWEEN CLALLAM COUNTY FIRE PROTECTION DISTRICT NO. 2**

**and**

**CLALLAM COUNTY**

This agreement is a binding agreement by and between the Clallam County Fire Protection District No. 2 hereinafter called CCFPD#2, and Clallam County, hereinafter called COUNTY.

**Small Works Roster** – Fire Protection Districts have an alternative to competitive bid procedures available to them for public works projects by utilizing provisions established in RCW 39.04.155. This statute establishes stipulations for use of small works roster process by certain units of local government for public works projects \$300,000.00 or less.

The small works roster process utilizes a competition following notification to some or all public works roster contractors who have requested placement on a roster kept by the local government unit. This differs from competitive bids in which there is a competition following advertisement in designated legal newspapers and other media that is open to all public works contractors.

A small works roster lists contractors who have requested placement on the roster and who are properly licensed or registered to perform work in the state of Washington.

**Use of Small Works Rosters by Fire Protection Districts** – Although not eligible under RCW 39.04.155 to create their own small works roster, fire protection districts are given the ability under the statute, as a sub-division of state government, to use the small works roster of an eligible government unit through a negotiated agreement.

COUNTY AGREES TO:

Have implemented and maintain their small works roster by following the provisions in RCW 39.04.

CCFPD#2 AGREES TO:

Use the COUNTY small works roster in accordance with all statutory requirements.

Provide bid packages, at the time a work contract is sent out for bids, to each of those companies listed on the Small Works Roster who have indicated that their company's qualifications pertain to those of an upcoming project.

IT IS MUTUALLY AGREED THAT:

COUNTY has sole discretion in determining the procedures, content, and form of the small works roster so that it complies with RCW 39.04.

This agreement may be modified or terminated by written mutual consent of both parties. This agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

This agreement shall not relieve either party of any obligation or responsibility imposed upon it by law.

Each party shall protect and hold harmless the other party from and against all claims, suits, or actions arising from any negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this agreement. Each party shall indemnify the other party to the extent of damages, costs, and/or losses to third parties arising from their negligent acts or omissions or that of their employees, agents, and/or authorized subcontractors in performance of this agreement.

Should any part of this agreement be declared invalid by a court of proper jurisdiction, the entire agreement shall be considered null and void.

This agreement becomes effective on the date of the final approved signature and shall remain in effect until terminated by either the CCFPD#2, the COUNTY, statutory regulation, or by order of court of proper jurisdiction.

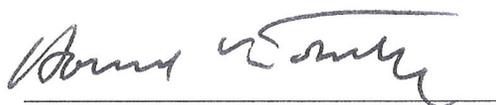
Signed this <sup>18<sup>th</sup></sup> 4<sup>th</sup> day of December, 2012.

CLALLAM COUNTY FIRE PROTECTION  
DISTRICT NO. 2

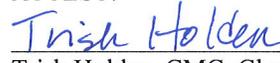
  
David R. Whitney, Chair

Chair  
Date: \_\_\_\_\_  
Address: 102 East 5<sup>th</sup> Street  
PO Box 1391  
Port Angeles, WA 98362  
360-417-4793; Fax 360-452-9235

CLALLAM COUNTY  
BOARD OF COMMISSIONERS

  
Howard V. Doherty, Jr.,

223 East Fourth Street, Suite 4  
Port Angeles, WA 98362-3015  
360-417-2233; Fax 360-417-2493

ATTEST:  
  
Trish Holden, CMC, Clerk of the Board

APPROVED AS TO FORM: **ONLY**  
  
Brian Wendt, Deputy Prosecutor