

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Intergovernmental Cooperative Purchasing Agreement ("Purchasing Agreement") is made by and between the undersigned Kitsap County Fire Protection Districts, Cities or both (collectively "Agencies;" individually an "Agency"), which are Washington municipal corporations. This Purchasing Agreement shall be effective immediately on signature among the parties who have signed it.

Recitals

A. This Purchasing Agreement is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, and to other provisions of law.

B. The Agencies each provide fire protection, suppression and emergency medical services within Kitsap County, Washington.

C. The Agencies desire to cooperatively purchase goods and services.

To carry out the purposes of this Purchasing Agreement and in consideration of the mutual benefits and conditions set forth below, the Agencies agree as follows:

1. To the extent permitted by law and agreed on by the Agencies, any Agency may insert in any solicitation for goods, services or both, a provision disclosing that any other Agency may also desire to procure the goods, services or both being offered to the soliciting agency and allowing the bidder the option of extending its bid to any other Agency at the same bid price, terms and conditions.

2. The Agency initiating a particular purchase (the "Lead Agency") will contract for the purchase of goods, services or both according to the laws and regulations governing purchases by and on behalf of the Lead Agency. Any other Agency ("Non-Lead Agency") accepts responsibility for compliance with any additional or varying laws and regulations, if any, governing purchases by and on behalf of such Non-Lead Agency.

3. Whenever the Lead Agency has contracted to purchase goods, services or both on its behalf, any Non-Lead Agency may

purchase goods, services or both covered by the contract on the same terms and conditions as the Lead Agency. Such a purchase by a Non-Lead Agency may be effected by a purchase order directed by the Non-Lead Agency to the vendor or other party contracting to furnish goods, services or both to the Lead Agency. The Lead Agency accepts no responsibility for the performance of any purchasing contracts between the vendor and any Non-Lead Agency.

4. Each Agency reserves the right to contract independently for the purchase of any particular class of goods, services or both, with or without notice to any other Agency.

5. Each Agency reserves the right to exclude any other Agency from any particular purchasing contract, with or without notice to such other Agency.

6. This Purchasing Agreement shall remain in force until terminated in writing. Any Agency may opt out of this Purchasing Agreement, thereby cancelling this Agreement as to the terminating Agency, by providing written notice of termination to all other Agencies.

7. No new or separate legal or administrative entity is created to administer the provisions of this Purchasing Agreement. Nothing in this Purchasing Agreement shall authorize or permit the parties to jointly own any property, real or personal.

8. The method of financing of payment shall be through budgeted or other available funds of the Agency for whose use the goods, services or both are actually acquired. Each Agency accepts no responsibility for the payment of the acquisition of any goods, services or both intended for use by any other Agency.

9. If a court of competent jurisdiction rules invalid or unenforceable any of the provisions hereof, such provisions shall be disregarded, but the remainder of this instrument shall nevertheless be given full force and effect.

DATED: 7-19, 1994.

DATED: 7-21, 1994.

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 1

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7

By Sheldon C. Anderson
Title: Chairman

x [Signature]
Title: Chairman

Attest:
[Signature]
Secretary

Attest: [Signature] Fire Chief
[Signature]
Secretary

DATED: August 2, 1994.

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 10

By [Signature]
Title: CHAIRMAN

Attest:

[Signature]
Secretary

DATED: 8/10, 1994.

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 18

By [Signature]
Title: Comm

Attest:

[Signature]
Secretary

DATED: July 28, 1994.

CITY OF Port Orchard

By [Signature]
Title: Mayor

Attest:

[Signature]
Clerk

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DATED: 8-11-, 1994.

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 14

[Signature]
Title: Chairman

Attest:

[Signature]
Secretary

DATED: Aug. 18, 1994.

KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 12

[Signature]
Title: Commissioner

Attest:

[Signature]
Secretary

DATED: 8-18, 1994.

CITY OF Poulsbo

[Signature]
Title: Mayor

Attest:

[Signature]
Clerk

DATED: SEPTEMBER 19, 1994.

KITSAP COUNTY FIRE PROTECTION
DISTRICT NO. 15

BY E. S. Brantley
Title: CHAIRMAN

Attest:

Monika W. Carberry
Secretary

DATED: Nov 8, 1994

~~KITSAP COUNTY FIRE PROTECTION
DISTRICT NO.~~

Bainbridge Fire Dept.
BY [Signature]
Title: Chairman

Attest:

[Signature]
Secretary

DATED: 12/12/94, 1994.

CITY OF Bremerton, WA 98337

BY [Signature]
Title: Mayor

Attest:

[Signature]
City Clerk