

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between ISLAND COUNTY FIRE DISTRICT #3 and ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER (I-COM 911).

WITNESSETH:

Whereas, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

Whereas, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; 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:

A. Supplies, materials, equipment and services

1. Each of the parties, from time to time, goes out to public bid and contracts to purchase supplies, materials, equipment and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contract to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier or service provider.
2. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier or service provider and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
3. This agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supply and good(s) or service(s).
4. No new or separate legal or administrative entity is intended to be created to administer the provisions of this agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.
5. Each party accepts responsibility for compliance with federal, state and/or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

B. Small Works Roster

6. Island County Fire District #3 is the lead agency.
7. The joining agency shall express intent to Island County Fire District #3 to utilize the Small Works Roster. Such expressed intent does not impose a mandatory or continuous use of the Roster, but simply establishes the eligibility to use the Roster upon the convenience and interest of the joining agency. This interest may be expressed to Island County Fire District #3 at any time.
8. The joining agency may use the Small Works Roster that has been established and maintained by Island County Fire District #3 to select contractors for public work jobs up to \$25,000.00 in value, or as otherwise limited by ordinance or law. The Small Works Roster has been established for shared use by Island County Fire District #3 and other public agencies.
9. Island County Fire District #3 and the joining agency named herein shall each be independently responsible for their own and the contractor's compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other requirements appropriate.
10. Island County Fire District #3 and the joining agency shall each be independently responsible to conduct a quotation or bid process consistent with any ordinance, laws or requirements of their agency.
11. Island County Fire District #3 and the joining agency shall each be independently responsible for issuing a contract and/or purchase order directly to the awarded contractor(s).
12. Island County Fire District #3 does not accept responsibility or liability for the performance of any contractor used by the joining agency as a result of this agreement.
13. Each agency shall be independently responsible for any payments directly to any contractor that is employed as a result of this agreement.
14. The joining agency hereby agrees to indemnify and hold harmless Island County Fire District #3, its officers, employees and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this agreement.

Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to 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 part of this agreement.

This agreement shall remain in force until cancelled in writing by either party.

APPROVED

ISLAND COUNTY FIRE DISTRICT #3

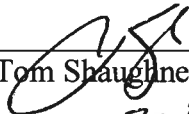


Dan Stout, Chief

Date: 3/2/09

APPROVED

**ISLAND COUNTY EMERGENCY
SERVICES COMMUNICATIONS CENTER
(I-COM 911)**



Tom Shaughnessy, Director

Date: 3-6-09