INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into between the undersigned, municipal corporations of the State of Washington.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until terminated by a party as provided in paragraph 5 of this Agreement.

2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party. The bid language to be included should be substantially as follows: **Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted."

3. **Discretion.** The determination of whether or not any party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.

3. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.

4. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.

5. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.

6. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.

7. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.

8. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.

9. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

10. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from 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 party to this agreement.

Dated: June 11, 2020

PUGET SOUND
REGIONAL FIRE AUTHORITY

By: _____
Fire Chief

Dated: June 09, 2020

South King Fire & Rescue

By: _____
Fire Chief