

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into by and between Kitsap County "County" and Poulsbo Fire Department "Fire Department".

Pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, the County agrees to allow the Fire Department to use Kitsap County's Small Works Roster for a list of eligible public work contractors and Kitsap County's Vendor List for purchasing materials equipment and supplies. Such use is not mandatory and no implication of mandatory use is intended through signing of this agreement.

It is agreed by the parties as follows:

1. **County Responsibility.** The County has adopted a Small Works Roster and Vendor List and maintains such roster and list on an ongoing basis. The County shall advertise the Small Works Roster and Vendor Lists in the manner required by law, shall receive and review contractor and vendor applications, maintain the list of contractors and vendors, and make the lists and the applications available to the Fire Department.
2. **Fire Department Responsibility.**
 - 2.1. The Fire Department may use the Small Works Roster that has been established and maintained by the County, to select contractors for public work jobs in accordance with the bid limits established by statute.
 - 2.2. The Fire Department may use the Vendor List that has been established and maintained by the County, to purchase materials, equipment and supplies in accordance with the bid limits established by statute
 - 2.3. The Fire Department shall be independently responsible to conduct a quotation or bid process consistent with any ordinance, laws or requirements applicable to the Fire Department.
 - 2.4. The Fire Department shall be independently responsible for its 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.
 - 2.5. The Fire Department shall be independently responsible to determine that the selected contractors or vendors are responsible according to the decision and opinion of the Fire Department.
 - 2.6. The Fire Department shall be independently responsible for issuing a contract and/or purchase order directly to the awarded contractor(s)/vendor(s).
3. **Liability.** The County does not accept responsibility or liability for the performance of any contractor or vendor used by the Fire Department as a result of this Agreement and the Fire Department shall be independently responsible for any payments

directly to any contractor that is retained through the County's Small Works Roster and Vendor List. The Fire Department agrees to indemnify and hold harmless the County, 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.

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 all other parties to the Agreement thirty (30) days written notice of such intent to terminate.
6. **Multiple Originals.** The parties may sign multiple copies of this Agreement which shall be filed with the lead municipal corporation. The lead municipal corporation shall maintain a list of all participating entities and provide all parties with a current copy of the list.
7. **Records.** A copy of this Agreement shall be filed with and maintained by each party to this Agreement.

Dated: _____, 2009

Dated: 9/30, 2009

KITSAP COUNTY

POULSBO FIRE DEPARTMENT

By: _____

By:  _____
Fire Chief