

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into between the Skagit County Fire Districts No. 2, 6, 12, 14, and City of Burlington Fire Department, 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 Inter-local 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 all parties and shall remain in effect until terminated by either party as provided in paragraph 6 of this Agreement.
2. **Cooperative Purchase.** The determination of whether or not either 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 party 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. **Financial Management.** Matching funds shall be paid to the managing partner at the time of delivery. Skagit County Fire District #14 shall act as the managing partner for the purpose of this grant. Responsibilities of the managing partner include ordering, receiving, and distributing the equipment. Additionally, the managing partner will be responsible for the management of the funds received from the grant.
5. **Ownership.** Title to all items purchased by either party to this Agreement shall remain in the name of such party.
6. **Termination.** A party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 10 (ten) days written notice of such intent to terminate.
7. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement but shall restrict their actions to providing in contracts, orders, bid proposals and specifications appropriate language to require, authorize and permit the other party to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party.
8. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.

9. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
10. **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 parties to participate in the activity.
11. **Hold Harmless.** Each party shall indemnify, defend and hold the other parties 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: _____, 2018.

SKAGIT COUNTY FIRE PROTECTION
DISTRICT No. 14

By : _____
Chris England, Chairman

Steve Thomas, Commissioner

Rosemary Ryan, Commissioner

SKAGIT COUNTY FIRE PROTECTION
DISTRICT No. 6

CITY OF BURLINGTON
FIRE DEPARTMENT

By: _____
Richard Whalen, Chairman

By: _____
Mayor

Kenneth Pike, Commissioner

David Smoots, Commissioner

SKAGIT COUNTY FIRE PROTECTION
DISTRICT No. 12

By : _____
Greg John, Chairman

Dennis O'Hern, Commissioner

Norm Nelson, Commissioner

SKAGIT COUNTY FIRE PROTECTION
DISTRICT No. 2

By : _____
Michael Madlung, Chairman

Lance Masonholder, Commissioner

Skip Richey, Commissioner