

ORIGINAL

**INTER-LOCAL AGREEMENT BETWEEN
SOUTH KITSAP FIRE AND RESCUE
&
BAINBRIDGE ISLAND FIRE DEPARTMENT
REGARDING
PROCUREMENT OF GOODS AND SERVICES**

This Agreement is entered into this 20th day of August, 2007, between **SOUTH KITSAP FIRE AND RESCUE**, a Washington municipal corporation, and **BAINBRIDGE ISLAND FIRE DEPARTMENT**, a Washington municipal corporation. Herein these parties shall also be generically referred to in the plural as “parties”, or singularly as “party”.

Washington State’s Inter-local Cooperation Act, Chapter 39.34 RCW, encourages local government units to enter into agreements with one another on a basis of mutual advantage in order to make the most efficient use of their resources for the benefit of their respective constituents.

Each party, from time to time, goes out to public bid to procure supplies, materials, equipment, and/or services for the lowest reasonable price possible in accordance with Washington State’s competitive bid laws. The purpose of this Agreement is to permit each party to utilize the bid work of the other party in purchasing goods and/or services from the lowest responsible bidder of the party engaging in the bid work, and as agreed to by the said lowest responsible bidder concerning any such bidding event.

The purpose of this document is to set forth the detailed agreement of the parties regarding the matters contained herein in writing.

NOW, THEREFORE, in consideration of the foregoing recitals, and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. Utilization of Bid Work by Each Party. Each party, from time to time, goes out to public bid and thereafter contracts with the lowest responsible bidder to purchase supplies, materials, equipment, and/or services. Each party hereby agrees to extend to the other party the

right to purchase said supplies, materials, equipment and/or services, pursuant to such bids, and the contracts resulting therefrom, to the extent permitted by law, and to the extent agreed upon between the party seeking to take advantage of the other party's bid work and the said successful lowest responsible bidder on each occasion.

2. Sharing of Bid Procedure. The party going out to bid on any occasion, upon request from the other party, shall share with the requesting party the procedures followed by it from the time it went out to bid until the time the bid was awarded and explain how it arrived at the lowest responsible bid. By sharing this information, however, the party initiating the bid work is not thereby representing or warranting to the other party that the procedures followed by it were in accordance with the law. It shall be left to the party seeking this information to make that determination for itself. Each party shall be solely responsible for its own compliance with any applicable procurement procedures.

3. Contract with Bidder. A party seeking to utilize the bid work of the other party shall contract directly with the lowest responsible bidder concerning the other party's bid work, and shall hold the other party harmless from any and all deficiencies or harm that might result as a result thereof.

4. Utilization of Other Party's Bid Work. The determination by a party to utilize the bid work of the other party shall be elective by that party on any given occasion as its needs dictate from time to time. No obligation is created hereby between the parties for a party to utilize the bid work of the other.

5. No Warranty Provided Regarding Quality of Goods or Services. Each party hereby utilizes the bid work of the other party at its own peril; no warranties or representations of any kind or nature shall be provided from the party initiating the bid work about the procedures followed by it in securing the lowest responsible bid, the quality of goods or services to be provided, timely delivery thereof, or any other matters relating to or touching upon it. It shall be the sole responsibility of the party seeking to utilize the bid work initiated by the other party to insure to its satisfaction that the goods, equipment, materials, and/or services are of a quality satisfactory to it, and that it is dealing with a reputable vendor or service provider.

6. Ownership of Goods and/or Services. Ownership of the property or services

acquired pursuant to this Agreement shall vest fully in the party making the procurement.

7. **Payment for Goods or Services.** The party procuring the goods or services pursuant to this Agreement shall have the sole obligation to pay for the same. The other party shall have no obligation whatsoever to: pay for the same; facilitate payment; or guarantee payment to the vendor or service provider.

8. **No Agency.** Neither party is authorized to bind the other to any procurement contract or obligation.

9. **Financial Considerations.** The Inter-local Cooperation Act requires the parties establish how their joint undertaking pursuant to the Inter-local Cooperation Act shall be financed and what budget(s), if any, will be maintained therefore. In answer to that statutory directive, each party shall be solely responsible for its own costs incurred in carrying out the terms of this Agreement; no joint financial accounts or arrangements shall be established. Also, no joint budget shall be maintained regarding carrying out the terms of this Agreement; each party shall make adequate provisions in its own agency budget for carrying out all its obligations hereunder.

10. **Management of Agreement.** The parties will not establish any separate legal or administrative entity to manage the duties of each under this Agreement for the reason that this Agreement primarily involves the sharing of information. The parties shall manage their respective duties hereunder through the Fire Chiefs of each party, or his/her designee.

11. **Acquiring, Holding, & Disposing of Jointly Acquired Property.** The Inter-local Cooperation Act requires the parties establish how property will be acquired, held, and ultimately disposed of. In answer to that directive it is not anticipated the parties will jointly acquire any property, either real or personal, in carrying out the terms of this Agreement. The property of either party used in implementing this Agreement shall remain that party's sole property and under the party's sole control. If the parties jointly acquire any property for the administration of this Agreement, prior to doing so, they shall reach written agreement as to what each will contribute to acquire the property, who shall be in charge of acquiring and managing the property, and how it will be held and ultimately disposed of at the time of this Agreement's termination.

12. Hold Harmless Provisions. Each party assumes sole responsibility for any and all liability that arises or may arise out of the performance of that party's duties ("acting party") under this Agreement by its personnel, agents, and representatives, and hereby saves and holds the other party, its employees, agents, and representatives, harmless from all costs, expenses, loss, and damages, including any legal costs incurred, as a result of any acts or omissions of the acting party's employees relating to the performance of this Agreement.

13. Cooperation / Disputes. The parties shall strive to cooperate with one another in all reasonable respects and at all reasonable times so the terms and spirit of this Agreement may be fully implemented for their mutual benefit.

If any disputes arise between the parties regarding this Agreement and its implementation and/or interpretation, they shall both strive in good faith to settle all such disputes in a timely and reasonable manner at the lowest possible level, with each being mindful and reasonably accommodating of the interests and concerns of the other party.

14. Duration / Termination / Notices. This Agreement shall remain in effect indefinitely until terminated by either party. It may be terminated by either party, by the terminating party submitting written notice to the other party of its intent to terminate this Agreement at least 30 days in advance of the termination date, which termination date shall be set forth in the notice and occur on the last day of any month stated in the termination notice.

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For purposes of receiving written notices under this Agreement from each other, the contact person for each and address for submitting notices to the other is as follows:

SOUTH KITSAP FIRE AND RESCUE

c/o CHIEF WAYNE SENTER
1974 Fircrest Drive SE
Port Orchard, WA 98366
Phone: (360) 871-2411

BAINBRIDGE ISLAND FIRE DEPARTMENT

c/o CHIEF HANK TERAN
8995 Madison Avenue NE
Bainbridge Island, WA 98110
Phone: (206) 842-7686

If the name or address of the contact person for either party ever changes, that party shall promptly notify the other party of its new contact person and/or address for the receipt of notices. All notices hereunder shall be sent by certified mail, return receipt requested, and deemed delivered to the receiving party two business days after being deposited for mailing at a U.S. mail postal drop.

15. Complete Agreement. This Agreement constitutes the full and complete agreement of the parties as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

16. Reasonable Interpretation. For the reason that each party hereto has had ample opportunity to provide input for the preparation of this Agreement, it shall not be interpreted in favor of or against either party: it shall be provided with a reasonable interpretation to the end that its terms and intent may be fully and reasonably implemented.

17. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one

Name of other Contracting Entity:

BAINBRIDGE ISLAND FIRE DEPARTMENT

by: Maureen Halligan Date of Signing: 9-26-07
MAUREEN HALLIGAN, CHAIR

by: _____ Date of Signing: _____
MICHAEL ADAMS, COMMISSIONER

by: David Coatsworth Date of Signing: 9-26-07
DAVID COATSWORTH, COMMISSIONER

by: Scott Isenman Date of Signing: 9-26-07
SCOTT ISENMAN, COMMISSIONER

by: _____ Date of Signing: _____
JAMES E. JOHNSON, COMMISSIONER

by: Henry A. Teran Date of Signing: 9-27-07
HENRY A. TERAN, FIRE CHIEF

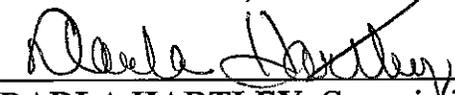
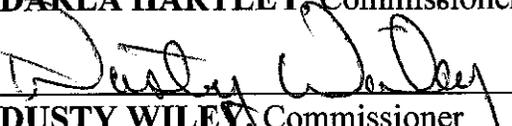
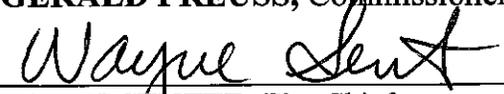
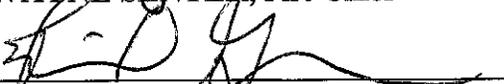
by: Henry A. Teran Date of Signing: 9-27-07
HENRY A. TERAN, Board Secretary

and the same instrument.

18. Approval of Parties. SOUTH KITSAP FIRE AND RESCUE's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the 20th day of August, 2007 and authorized the individuals signing this Agreement hereafter to sign the same on its behalf. BAINBRIDGE ISLAND FIRE DEPARTMENT's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the 26th day of September, 2007 and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

19. Agreement to be Filed with County Auditor. Pursuant to RCW 39.34.040, this inter-local agreement shall be filed with the Kitsap County Auditor by SOUTH KITSAP FIRE AND RESCUE as soon as reasonably practical after both parties have duly executed it. The filing party shall thereafter provide a fully conformed filed copy hereof to the other party.

SOUTH KITSAP FIRE AND RESCUE

by: <u></u> DAVID GELSLEICHTER, Chair	Date of Signing: <u>10/08/07</u>
by: <u></u> PAUL GOLNIK, Commissioner	Date of Signing: <u>10-8-07</u>
by: <u></u> DARLA HARTLEY, Commissioner	Date of Signing: <u>10/8/07</u>
by: <u></u> DUSTY WILEY, Commissioner	Date of Signing: <u>10-8-07</u>
by: <u></u> GERALD PREUSS, Commissioner	Date of Signing: <u>10-8-2007</u>
by: <u></u> WAYNE SENTER, Fire Chief	Date of Signing: <u>10-8-2007</u>
by: <u></u> RICHARD GROSS, District Secretary	Date of Signing: <u>10-8-07</u>