

INTERLOCAL PROCUREMENT AGREEMENT
BETWEEN BAINBRIDGE ISLAND FIRE DEPARTMENT
AND THE CITY OF ANACORTES

1. Parties

- 1.1 Bainbridge Island Fire Department is a special service district organized under the State of Washington law Title 52, herein referred to as Bainbridge Island.
- 1.2 The City of Anacortes is a non-chartered code city organized under the laws of the State of Washington law Title 35, herein referred to as Anacortes.

2. Purpose

- 2.1 Bainbridge Island and Anacortes each possess the power to procure goods and services and to dispose of property and may cooperate in accordance with RCW 39.34.080.
- 2.2 Bainbridge Island and Anacortes desire to enter into an interlocal procurement agreement to make the most efficient use of the powers enumerated in paragraph 2.1.

3. Procurements

- 3.1 Each party agrees to extend to the other party the right to purchase supplies, materials, equipment, and services from its contracts with vendors, suppliers, providers, and contractors for such supplies, materials, equipment, and services permitted by law.

4. Duration

- 4.1 This agreement shall be in effect until modified or terminated in accordance with paragraph 9.

5. Organization

- 5.1 No separate legal or administrative entity is created by this agreement.

6. Property

- 6.1 Ownership of property acquired pursuant to this agreement shall vest in the party making the procurement, which shall have sole right of disposal of the property.

7. Financing and Budget

- 7.1 Each party shall pay for its own procurements.
- 7.2 Each party shall be responsible for its own budgeting.

8. Administration

- 8.1 No separate legal or administrative entity shall be created by this agreement.
- 8.2 Neither party is authorized to bind the other to any contract or obligation.
- 8.3 Each party shall be responsible for its own compliance with any applicable procurement procedures.

8.4 To the extent that any joint administration is required under this agreement, the purchasing agents of Bainbridge Island and Anacortes shall constitute a joint board responsible for such administration.

9. Modification and Termination

9.1 Either party may terminate this agreement upon written notice of termination to the other party.

9.2 This agreement may be modified only by mutual written agreement.

10. Applicable Law and Conformance

10.1 This agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

11. Jurisdiction and Venue

11.1 Any dispute or proceeding arising out of this agreement shall be submitted to the Superior Court of the State of Washington for Mason County.

BAINBRIDGE ISLAND FIRE DEPARTMENT

ATTEST: Paul Bang

[Signature]

By Paul Bang-Lauder (Print)

By Harv Tera (Print)

Title Chair (Print)

Title Chief (Print)

Date: 1-5-11

Date: 1-5-11

CITY OF ANACORTES

ATTEST: Steve Hoglund

[Signature]

By: Steve Hoglund

By: Dean Maxwell

Title: Finance Director

Title: Mayor

Date: 2-15-11

Date: 2/15/11