INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this 1st day of December, 2010 between the Snohomish County Fire District 1 ("District 1") and the City of Bellevue ("joining agency.") Pursuant to 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement to cover the purchase of various supplies, materials, equipment and upon the following terms and conditions:

1. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
2. Each agency is independently responsible for compliance with all applicable laws and regulations governing its own purchases.
3. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement.
4. Each of the parties shall contract directly with the bidder, contractor, vendor supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. To the extent permitted by law, each party will defend, indemnify and hold the other party harmless as to any all claims, demands or judgments arising out of the purchase of supplies, materials, or equipment pursuant to this Agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

Accepted City of Bellevue:

Asst Fin. Dir

12/2/2010

Date

Accepted for Snohomish County Fire District 1:

1·18·11

Date