

# INTERGOVERNMENTAL COOPERATIVE PURCHASING A G R E E M E N T

Pursuant to Chapter 39.34 of the Revised Code of Washington and to other applicable laws, Central Kitsap Fire and Rescue, Silverdale Washington, and the University of Washington, Seattle, Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

(1) This Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time by both parties.

(2) 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.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(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. Each party will indemnify and hold the other party harmless from any liability arising out of its participation in this Agreement. 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. The parties specifically agree that the provisions of the "Hold Harmless" section extend to any liability arising from party's purchase of goods or services from a third party selected pursuant to this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. Title to all items purchased by any party to this Agreement shall remain in the name of such party. 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.

(7) The Purchasing Agent for Central Kitsap Fire & Rescue and the Procurement Manger for the University of Washington shall be representatives of the entities for carrying out the terms of this Agreement.

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

(9) This Agreement shall be posted on the UW's website and filed with the Kitsap County Auditor or, alternately, listed by subject on CKFR's website or other electronically retrievable public source.

Approved by:

Central Kitsap Fire & Rescue  
By: *John Oliver*  
John Oliver (May 11, 2022 07:22 PDT)  
Title: Fire Chief  
Date: 5/11/22

University of Washington  
By: *Claudia Christensen*  
DocuSigned by:  
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Title: Procurement Manager  
Date: 5/4/2022

# IntergovernmentalAgreement\_Central\_Kitsap\_Fire\_and\_Rescue\_UW-5-3-2022 (1)

Final Audit Report

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