

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is entered into between the undersigned, municipal corporations of the State of Washington and the State of Arizona.

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 Interlocal Cooperation Act, chapter 39.34 RCW and Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations. 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 that party and shall remain in effect until terminated by a party as provided in paragraph 6 of this Agreement.
2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party.
3. **Discretion.** The determination of whether or not any 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 parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.
4. **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.
5. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.
6. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 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.
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.

Agency: City of Sierra Vista - Sierra Vista Fire and Medical Services

Date: 9/2/2015

Bid# RFB: One (1) AMBULANCE (Type I on Dodge 4500 4x4)

P.O. #: Signed Proposal on 9/22/2015

Effective Until: 2/9/2018

Pursuant to Chapter 39.34 RCW and in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations, Graham Fire & Rescue hereinafter referred to as the "SPONSOR" and the City of Sierra Vista - Sierra Vista Fire & Medical Services Department, hereinafter referred to as "USER", both being municipal corporations, political subdivisions or other public agencies, hereby agree to cooperative interlocal purchasing with the following terms and conditions:

1. The SPONSOR, in contracting for the purchase of the above goods, agrees to extend said supply contract to other political subdivisions to the extent permitted by law, and agreed upon by the parties.
2. The USER accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the political subdivision in question.
3. The SPONSOR accepts no responsibility for the payment of the purchase price by the USER.
4. The USER reserves the right to contract independently for the purchase of any goods.

SPONSOR AGENCY:

Graham Fire & Rescue

Entity Name

23014 70th Avenue East / P.O. Box 369

Address

Graham WA 98338

City State Zip

(253) 847-8811 (253) 847-2233

Phone

Fax

Signature

Date

PAT DALE

Printed Name

FIRE CHIEF

Title

USER AGENCY:

City of Sierra Vista - Fire & Medical Services

Entity Name

1011 N. Coronado Drive

Address

Sierra Vista AZ 85635

City State Zip

(520) 458-3315 (520) 452-7025

Phone

Fax

Signature

Date

Laura Wilson

Printed Name

Chief Procurement Officer

Title