

**PEPPM/Central Susquehanna Intermediate Unit
Cooperative Purchasing Program
Interlocal Agreement
Contract**

This Agreement is entered into by and between the Agencies shown below as contracting parties beginning 08/24/2021 and until either party terminates same in writing.

Contracting Parties

PEPPM Technology Cooperative Purchasing Program, Central Susquehanna Intermediate Unit, 90 Lawton Lane, Milton, Pennsylvania 17847

and

(Central Kitsap Fire & Rescue 5300 NW Newberry Hill Rd Silverdale WA 98383)

Statement of Services to Be Performed

PEPPM will organize and administer a cooperative purchasing program. Authority for such services is granted by Section 39.34.030 of the Revised Code of Washington (RCW). The goal of the cooperative is to obtain substantial savings on technology commodity items for members through volume purchasing.

However, each party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other agency.

Each agency is responsible for compliance with any additional or varying laws and regulations regarding purchases, including, in particular that agency's bidding requirements applicable to the acquisition of goods, services, or equipment obtained through the cooperative process agreed to herein.

Role of PEPPM:

- 1. Provide for the organizational and administrative structure of the program.**
- 2. Provide staff time necessary for efficient operation of the program.**
- 3. Provide the list of commodity items to participating members.**
- 4. Provide members with procedures for ordering, delivery and billing.**
- 5. Central Kitsap Fire & Rescue will not be billed any membership fees from PEPPM to purchase from this program.**
- 6. PEPPM will not be responsible for product warranties, product qualities, failure to deliver by vendors, or failure of payment to vendors by members.**

Role of Central Kitsap Fire & Rescue)

1. **Commit to participate in the program by an authorized signature in the appropriate space below.**
2. **Designate a contact person for the cooperative.**
3. **Prepare purchase orders issued to the appropriate vendor from the official award list provided by PEPPM.**
4. **Provide all purchase orders to PEPPM for processing.**
5. **Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.**
6. **Pay vendors by designated dates, unless other prior arrangements have been made between Central Kitsap Fire & Rescue and the vendor(s). All deliveries must be made as long as this contract is in effect.**
7. **No annual membership fee is required in order to participate in the PEPPM Program.**

Authorization:

PEPPM/Central Susquehanna Intermediate Unit and Central Kitsap Fire & Rescue authorized representatives enter into the above described agreement beginning 08/24/2021 and until either party terminates the Interlocal Agreement in writing.

PEPPM's standard bid and contract terms and conditions shall apply to all Central Kitsap Fire & Rescue purchases made using PEPPM contracts and procedures.

No Separate Entity. No separate or legal or administrative entity is created by this Agreement.

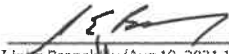
Ownership. Title to all items purchased by any party to this Agreement shall remain in the name of such party.

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.

Hold Harmless. Each party shall indemnify and hold the other party harmless from any liability arising out of its participation in this Agreement; provided, however, that neither party shall assume any 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 or any liability arising from one 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.

Filing. The parties shall file a certified copy of this Agreement with the Kitsap County Auditor or, alternatively, post the Agreement on each Party's website before the Agreement becomes effective, as required by RCW 39.34.040.

**PEPPM/Central Susquehanna
Intermediate Unit**

By 
John Brenden (Aug 19, 2021 10:35 EDT)

Authorized Signature

CIO

Title

Aug 19, 2021

Date

Contact Person Jared Lehman

Central Kitsap Fire & Rescue

By 

Authorized Signature

Fire Chief

Title

9-14-21

Date

Contact Person JOSEPH CALKINS