

PIERCE COUNTY

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

TERMS OF AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, Pierce County, Purchasing Department, hereinafter called "Pierce County" and the following named public agency or political subdivision of the State of Washington: Thurston County, hereinafter called the "Public Agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Pierce County, in contracting for the purchase of goods and services for itself agrees to seek the same or similar terms for the Public Agency, where appropriate in Pierce County's sole discretion, to the extent permitted by law.
2. The method of financing or payment of purchases pursuant to this agreement shall be through budgeted funds or other available funds of the Public Agency. Any services or goods procured by the Public Agency under these contracts shall remain the exclusive property of or under control of said Public Agency.
3. Whenever Pierce County has included in contracts with any vendor the authority for the purchase of goods and/or services by a Public Agency, the Public Agency may purchase on the same terms and conditions as Pierce County. Such purchase may be effected by a direct contract between the Public Agency and the vendor. Pierce County accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor; and Pierce County accepts no responsibility for the payment of the purchase price by the Public Agency.
4. This agreement shall remain in force until canceled by either party in writing.
5. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. Pierce County and the Public Agency each reserve the right to exclude the other from any particular purchasing contract, with or without notice.
6. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. 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 Public Agency agrees to defend, indemnify and hold harmless the County, its'

officers, agents or employees from any claims, costs and/or demands arising out of or related to this agreement.

7. Pierce County will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of Pierce County. The Public Agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the Public Agency in question.

Pierce County
Purchasing Division
615 South 9th Street, Suite 100
Tacoma, WA 98405-4673
798-253-7730

Michael Clark
Michael Clark
Purchasing Agent

Date: 9/27/05

Dated: September 19, 2005

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Alaine Chuganell
Chairman

Bob MacLeod
Vice-Chairman

Excused Absence
Commissioner Wolfe

Approved as to legal form only:

By: R. P. Dick
Deputy Prosecuting Attorney

Date: _____

ATTEST:

LaBonda L. Bowma
Clerk of the Board

APPROVED AS TO FORM:
EDWARD G. HOLM
PROSECUTING ATTORNEY

By: Ed Holm
Deputy Prosecuting Attorney