

PIERCE COUNTY

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

TERMS OF AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, Grays Harbor Communications E9-1-1, hereinafter called "Grays Harbor Communications" and the following named public agency or political subdivision of the State of Washington: Pierce County, hereinafter called the "Public Agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Grays Harbor Communications, 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 Grays Harbor Communications' 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 Grays Harbor Communications 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 Grays Harbor Communications. Such purchase may be affected by a direct contract between the Public Agency and the vendor. Grays Harbor Communications accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor; and Grays Harbor Communications 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. Grays Harbor Communications 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 Grays Harbor Communications, its' officers, agents or employees from any claims, costs and/or demands arising out of or related to this agreement.
7. Grays Harbor Communications will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of Grays Harbor Communications. 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

Grays Harbor Communications
PO Box 1845
Aberdeen, WA 98520
360-533-7885

Ken Matthews
Ken Matthews
Purchasing Agent
28 NOV 07
Date

Dick Stone
Dick Stone
Board Chairman
20 Nov 07
Date

Bob Dick
Bob Dick
Prosecuting Attorney
(as to form only)
11/28/07
Date