

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between Grays Harbor E9-1-1 Communications, a political subdivision of the State of Washington, and Clark Regional Emergency Services Agency (CRESA), a public agency under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; --

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** Clark County, in contracting for the purchase of goods and services for their County, agrees to extend said contracts to Grays Harbor E9-1-1 Communications to the extent permitted by law, and agreed upon by the parties and where Clark County's contractor agrees to extend its price to other governmental agencies.
2. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. **SCOPE:** This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by acting as agent for either or both parties;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
4. **DURATION AGREEMENT – TERMINATION:** This agreement shall remain in force until cancelled by either party in writing.
5. **RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED:** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. **COMPLIANCE WITH LEGAL REQUIREMENT:** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services. Provided, each party is responsible for ensuring that any competitive bidding requirements have been satisfied for the intended purpose of any purchase. CRESA makes no warranty or representation as to the compliance of any such requirement for any intended purchases by Grays Harbor E9-1-1 Communications.
7. **FINANCING:** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.



2006-02010001

Page: 1 of 2

02/01/2006 08:36A

8. FILING: Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. INTERLOCAL COOPERATION DISCLOSURE: Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
10. NON-DELEGATION/NON-ASSIGNMENT: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
11. HOLD-HARMLESS: 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.
12. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

APPROVED

Clark Regional Emergency Services
 Agency Name

 Signature _____ Date _____

Director
 Title

 Signature (if needed) _____ Date

 Title

APPROVED, GRAYS HARBOR E9-1-1
 COMMUNICATIONS

Barry J. Gray 11/15/05
 Chairman - Administrative Board Date

APPROVED AS TO FORM:

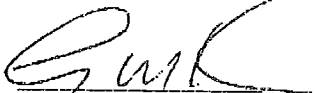
Daggy Drets 11/15/05
 Director Date

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of the law, Lewis County Department of General Administration, hereinafter called "Lewis County" and the following named municipal corporation, political subdivision, or other public agency of the State of Washington, "Grays Harbor Communications E911" (hereinafter "Grays Harbor 911") hereby agree to cooperative governmental purchasing upon the following terms and conditions:


1. Lewis County, in contracting for the purchase of goods and services for their Agency, agrees to extend said contracts to other political subdivisions to the extent agreed upon by the parties, and permitted by law, including RCW 39.34.030.
2. Grays Harbor 911 accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of Lewis County.
3. Lewis County accepts no responsibility for the performance of any purchasing contract by the vendor, and Lewis County accepts no responsibility for payment of the purchase price by Grays Harbor 911.
4. Grays Harbor 911 reserves the right to contract independently for the purchase of any goods and services.
5. This agreement is for the purchase of goods and services to be used by Grays Harbor 911.
6. This agreement shall remain in force until canceled by law, modified, revoked in writing by either party, or the conditions of the contract are complete.
7. The interlocal agreement will be effective when recorded with the auditor of the County of either governmental agency.

Accepted for Lewis County

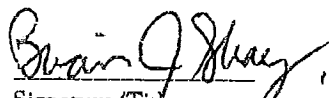

Larry M. Keeton
Chief of Staff

February 7, 2005
Date

APPROVED AS TO FORM

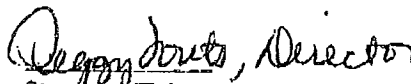

Signature/Title

Accepted for Grays Harbor 911


Signature/Title
Administrative Board
Chair, City Administrator
of McCleary

1/18/05
Date

APPROVED AS TO FORM


Signature/Title

