

PIERCE COUNTY & COWLITZ COUNTY

RECIPROCAL INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

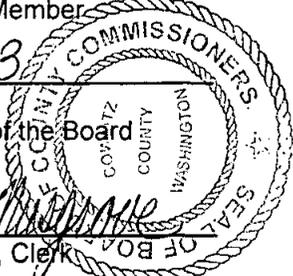
TERMS OF AGREEMENT

Pursuant to provisions of law, Pierce County, and its Purchasing Department, hereinafter called "Pierce County" and the following named public agency: Cowlitz County, Washington, hereinafter called the "Cowlitz County", hereby agree to reciprocal cooperative governmental purchasing upon the following terms and conditions:

1. Pierce County and Cowlitz County, each of which are governments entitled to contract pursuant to applicable law, in contracting for the purchase of goods and services with other vendors, hereinafter called "Outside Vendors", for itself, agree to seek the same or similar terms for the other party to this Agreement, where appropriate in the sole discretion of the government which originally executes contract terms with another vendor, to the extent permitted by law. For the purpose of purchasing under the terms of contracts originally executed with an Outsider Vendor by either of the parties to this agreement, the government which determines the terms of a contract with an "Outside Vendor shall be called the "Original Contracting Government," and the government which desires to purchase upon the terms of the contract previously executed by the Original Contracting Government with that Outside Vendor shall be called the "Borrowing Government".
2. The method of financing or payment of purchases pursuant to this agreement shall be through budgeted funds or other available funds of the Borrowing Government. Any services or goods procured by the Borrowing Government under the terms of a contract with an Outside Vendor by the Original Contracting Government shall remain the exclusive property of or under control of said the Borrowing Government. If the contract with an Outside Vendor contains limitations upon the maximum dollar liability of the Original Contracting Government, the Borrowing Government's right to purchase under a contract with that Outside Vendor is not authorized, unless the Outside Vendor is willing to enter into a contract with the Borrowing Government which preserves for the Original Contracting Government the right of that government to purchase the amount of goods or services to which the Original Contracting Government was entitled, without delay or diminution. Only to extent that the Outside Vendor is willing to honor the same terms and conditions, substituting the name of the Borrowing Government wherever the name of the Original Contracting Government appears, and to the extent that the Outside Vendor's sale of such goods or services to the Borrowing Government on the same terms and conditions will be interpreted to extend to the Borrowing Government those goods and services in additional amounts for the Borrowing Government, equal to the limited amounts set forth in the contract between the Outside Vendor and the Original Contracting Government, will purchase by the Borrowing Government be authorized under this agreement. Whenever Pierce County or Cowlitz County have included in contracts with an Outside Vendor the authority for the purchase of goods and/or services by other public agencies, Pierce County or Cowlitz County may purchase as a Borrowing Government on the same terms and conditions executed by that Original Contracting Government from that Outside Vendor. Such purchases may be affected by a direct contract between the agency or Pierce County, (the Borrowing Government) and the Outside Vendor on the same terms and conditions. The Original Contracting Government accepts no responsibility for the performance or suitability of any goods or service to be provided by the Outside Vendor to the Borrowing Government; and Original Contracting Government accepts no responsibility for the payment of the purchase price by the Borrowing Government.
4. This agreement shall remain in force until canceled by either party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair purchases by the Borrowing Government consummated with the Outside Vendor on or before termination of this agreement.
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 Cowlitz County each reserve the right to exclude the other from any particular

purchasing contract, with or without notice.

6. The Borrowing Government agrees to defend, indemnify and hold harmless the Original Contracting Government, its' officers, agents or employees from any claims, costs and/or demands arising out of or related to purchases by the Borrowing Government from an Outside Vendor authorized by this agreement.
7. Pierce County, when it acts as an Original Contracting Government, will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of Pierce County. Cowlitz County will contract for the purchase of goods and services according to the laws and regulations applicable to its purchases. The Borrowing Government accepts responsibility for compliance with any additional or varying laws and regulations governing its purchases in question, and for determining that it can purchase under the terms and conditions of the contract with the Outside Vendor executed by the Original Contracting Government. This agreement shall not take effect until the requirements of RCW 39.34.030 and 39.34.040 have been met.
8. Pierce County and Cowlitz County each certify to the best of their respective knowledge and belief, that they and their principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.(2) Where Pierce County and/or Cowlitz County are unable to certify to any of the statements in this certification, they shall attach an explanation to this agreement.

<p>Pierce County Purchasing Division 615 South 9th Street, Suite 100 Tacoma, WA 98405-4673 798-253-7730</p> <p>by <u><i>Kenneth L. Matthews</i></u> Kenneth L. Matthews Purchasing Agent</p> <p>Date: <u>04 APR 2013</u></p> <p>Approved as to legal form only: by <u><i>R.D. Duke</i></u> Deputy Prosecuting Attorney</p>	<p>Board of County Commissioners Cowlitz County, Washington</p> <p><u><i>Michael Karnofski</i></u> Michael Karnofski, Chair</p> <p><u><i>James Misner</i></u> James Misner, Member</p> <p><u><i>Dennis Weber</i></u> Dennis Weber, Member</p> <p>Date: <u>4-16-13</u></p> <p>ATTEST: Clerk of the Board <u><i>Vickie Musgrove</i></u> Vickie Musgrove, Clerk</p> <p>Approved as to form, only: by <u><i>Tim Agenda Quick</i></u> Civil Deputy Prosecutor</p> 
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