

Purchasing

Entity Pierce Cty
Begins 6-15-92
Ends Until canceled
Notice _____

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:

CITY OF FIRCREST, 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 Pierce County agrees to contract also on behalf of the Public Agency, to the extent permitted by law and agreed upon by the parties.
2. The method of financing or payment shall be through budgeted funds or other available funds of the purchasing agency. Any services or goods procured by the purchasing agency under these contracts shall remain the exclusive property of or under control of said purchaser.
3. Whenever Pierce County has contracted to purchase goods or services on behalf of any other party, that party may purchase on the same terms and conditions as Pierce County. Such purchase may be effected by a purchase order directed by the other party to the vendor contracting to furnish goods or services to Pierce County. Pierce County accepts no responsibility for the performance or suitability of any good or service contracted by the vendor and Pierce County accepts no responsibility for the payment of the purchase price by the other party.
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.

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
(206) 591-7730

Michael Clark
Michael Clark
Purchasing Agent

Public Agency: City of Fircrest
Address: 115 Ramsdell St.
City/State/Zip: Fircrest WA 98466
Telephone: 206-564-8400
Name of Individual: Don Morrison
Title: City Manager
Signature: Don Morrison
Date: 6/15/92