

Jerald V. Pettit
Kittitas County Auditor
205 W. 5th Avenue
Ellensburg, WA 98926

THURSTON COUNTY
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
TERMS OF AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, Thurston County, and the following named public agency or political subdivision of the State of Washington:

Kittitas County, hereinafter called the "Public Agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

Thurston County, in contracting for the purchase of a Recording/Cashiering/Indexing and Imaging System for Thurston County agrees to seek the same or similar terms for the Public Agency, where appropriate in Thurston County's sole discretion, to the extent permitted by law.

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.

Whenever Thurston County has included in contracts with any vendor the authority for said purchase by a Public Agency, the Public Agency may purchase on the same terms and conditions as Thurston County. Such purchase may be affected by a direct contract between the Public Agency and the vendor. Thurston County accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor; and Thurston County accepts no responsibility for the payment of the purchase price by the Public Agency.

The agreement shall remain in force until canceled by either party in writing.

Each party reserves the right to contract independently for the acquisition of said 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. Thurston County and the Public Agency each reserve the right to exclude the other from any particular purchasing contract with or without notice.

Each party shall be liable and responsible for the consequences 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, cost and/or demands arising out of or related to this agreement, except as to any negligence of wrongful acts of Thurston County.

Thurston County will contract for the purchase of said goods and services according to the laws and regulations governing purchases by and on behalf of Thurston 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.

Modification: No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument.

Integration Clause: This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligation other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

DATED this 19th day of December, 2006.

BOARD OF COUNTY COMMISSIONERS
Kittitas County, Washington

David B. Bowen

Chair

Mike Cochran

Commissioner

Perry D. Austin

Commissioner



Barbara Hyman
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Robert N. MacLeod

ROBERT N. MACLEOD, Chairman

Cathy Wolfe

CATHY WOLFE, Vice-Chair

Diane Oberquell

DIANE OBERQUELL, Commissioner

Enacted this 22 day of January, 2007.

ATTEST:

LaBerto J. Bowyer
Clerk of the Board

APPROVED AS TO FORM:
EDWARD G. HOLM
PROSECUTING ATTORNEY

David K. Thompson
Deputy Prosecuting Attorney