INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

In accordance with Chapter 39.34 RCW, Kitsap County and Kittitas County agree to a cooperative intergovernmental purchasing agreement for equipment, supplies, and services using Kittitas County's competitively awarded contracts.

1. This agreement shall last for ten years from the date of execution.
2. The vendor(s) agree to extend to Kitsap County the terms and conditions of Kittitas County contract(s).
3. The method of financing or payment of purchases pursuant to this agreement shall be through budgeted funds or other available funds of Kitsap County. Any services or goods procured by Kitsap County under these contracts shall remain the exclusive property of or under control of Kitsap County.
4. 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. The parties each reserve the right to exclude the other from any particular purchasing contract with or without notice.
5. 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. Kitsap County agrees to defend, indemnify and hold harmless Kittitas 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 Kittitas County.
6. Kitsap County accepts responsibility for compliance with any additional or varying laws and regulations governing its purchases. Any purchases by Kitsap County shall be affected by a purchase order from Kitsap County and directed to the vendor.
7. Kittitas County accepts no responsibility for the performance of any of the purchasing contract(s) by the vendor(s).
8. Kittitas County accepts no responsibility for the purchase price by Kitsap County.
9. 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.
10. 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.

This agreement may be revoked at any time in writing by either party.

Enacted this 2nd day of January 2007.

RECEIVED

FEB 26 2007

1ST 2ND 3RD

BOARD OF KITTITAS COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
Kittitas County, Washington

Chairman

Commissioner

Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:
PROSECUTING ATTORNEY

Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
Kitsap County, Washington

2/12/09

Chairman

Commissioner

Commissioner

ATTEST:

Clerk of the Board