

Cooperative Purchasing Agreement

In accordance with Chapter 39.34 RCW, Pierce County and King County agree to a cooperative governmental purchasing agreement for the purchase of Police Pursuit Vehicles and related equipment using Pierce County's competitively award contracts.

Pierce County therefore extends the use of this contract to King County to the extent provided by law and upon the following terms:

1. The vendor, Gilchrist Chevrolet, Inc., agrees to extend to King County the terms and conditions of Pierce County's contract, Bid No. 6130, for Police Pursuit Vehicles.
2. King County accepts responsibility for compliance with any additional or varying laws and regulations governing its purchases. Any purchases by King County shall be effected by a purchase order from King County and directed to the vendor.
3. Pierce County accepts no responsibility for the performance of any of the purchasing contract by the vendor.
4. Pierce County accepts no responsibility for payment of the purchase price by King County.

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

Accepted for Pierce County

Michael E. Chab
Purchasing Agent

Date: 2-22-93

Accepted for King County

DR Leach
Purchasing Agent

Date: 2-10-93

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: King County, 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.

91 DEC -2 AM 11:45
RECEIVED PURCHASING

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: King County Purchasing Agency

Address: 620 King County Admin. Bldg., 500 - 4th Avenue

City/State/Zip: Seattle, WA 98104

Telephone: 206-296-4210

Name of Individual: David R. Leach

Title: Purchasing Manager

Signature: *David R. Leach*

Date: December 9, 1991

Cooperative Purchasing Agreement

In accordance with Chapter 39.34 RCW, Pierce County and King County agree to a cooperative governmental purchasing agreement for various equipment and supplies using King County's competitively award contracts.

King County therefore extends the use of its contracts to Pierce County to the extent provided by law and upon the following terms:

- (1) The vendor(s) agree to extend to Pierce County the terms and conditions of King County's contract(s).
- (2) Pierce County accepts responsibility for compliance with any additional or varying laws and regulations governing its purchases. Any purchases by Pierce County shall be effected by a purchase order from Pierce County and directed to the vendor.
- (3) King County accepts no responsibility for the performance of any of the purchasing contract by the vendor.
- (4) King County accepts no responsibility for payment of the purchase price by Pierce County.

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

Accepted for King County

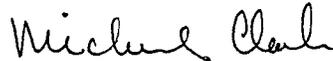


David R. Leach

Purchasing Agent

Date: December 9, 1991

Accepted for Pierce County



MICHAEL CLARK

Purchasing Agent

Date: 12-11-91



PIERCE COUNTY

BUDGET AND FINANCE DEPARTMENT
930 Tacoma Avenue South, Room 840
Tacoma, Washington 98402-2170

PATRICK KENNEY
Budget & Finance Director

April 8, 1988

Nicki A. Lenden
Senior Buyer
King County Purchasing Agency
620 King County Administration Bldg.
500 Fourth Avenue
Seattle, WA 98104

Dear Ms. Lenden:

Thank you for responding to Pierce County's request for permission to obtain public records destruction services using King County's bid #556-86ANL.

Pierce County agrees to the following terms:

- (1) Pierce County accepts responsibility for compliance with any additional or varying laws and regulations governing its purchases. Any purchases by Pierce County shall be effected by a purchase order from Pierce County and directed to the vendor.
- (2) King County accepts no responsibility for the performance of any of the purchasing contract by the vendor.
- (3) King County accepts no responsibility for payment of the purchase price by Pierce County.

I have reviewed the above stated terms with Les Rhea, Purchasing Agent for Pierce County. Mr. Rhea concurs with these terms and conditions. Thank you for your consideration in use of this bid.

Sincerely,

Elaine Lefler
Elaine Lefler, Manager
Pierce County General Services
2401 South 35th Room 250
Tacoma, WA 98409

cc: Les Rhea, Purchasing Agent



**King County
Planning and Community
Development Division**

Parks, Planning and
Resources Department
707 Smith Tower Building
506 Second Avenue
Seattle, Washington 98104
(206) 344-7610

RECEIVED

88 JUL 21 AM 9:47

July 18, 1988

TO: David Leach, Purchasing Manager, Purchasing Agency
FM: Lois Schwennesen, Manager
RE: Interlocal Purchase Agreements with Pierce County

I would like to know if King County has a reciprocal acceptance agreement with Pierce County for office equipment and services bids.

This question arises because the Community Development (CD) Section in the Planning and Community Development Division is developing a computer data base system in cooperation with the Pierce County Department of Community Development. A major part of this system involves the development of a computer network within the King County CD Section.

The May 1989 bids accepted by King County contain cost estimates for various computer hardware. However, System Services Microcomputer Support Center staff indicate that the County did not go out to bid for networking software. We would be responsible for securing a network software package and support services ourselves, using the guidelines outlined in the King County Contracting Procedures Handbook.

Pierce County's Client Services Division (the equivalent of King County's Microcomputer Support Center) suggested that we have the file server (the main computer in a network) and the networking software provided by the same vendor. This would save time and effort should "bugs" have to be dealt with in the future. Pierce County, with their experience in establishing over 15 networks, highly recommends this procedure.

If we have a reciprocal purchasing agreement with Pierce County, we can accept the vendor that was awarded Pierce County's bid. This would save us the potential problem of dealing with a balky system and trying to get relief from two separate vendors who would likely attempt to pass the responsibility for problems back to each other.

Thank you for looking into this. Please call Vince Tom at 296-8641, or Tom Olson at 296-8630 if you have any questions.

LS:MG:ts:1113

cc: Tom Olson, Administrative Assistant, Planning and Community
Development Division
Miriam Greenbaum, Chief, Community Development Section
ATTN: Vince Tom, Housing Development Specialist



King County Executive
Randy Revelle
Department of Executive Administration
Lauraine D. Brekke, *Director*

June 7, 1985

Les Rhea, Purchasing Manager
Pierce County Purchasing Department
930 Tacoma Avenue South
Tacoma, WA 98402

RE: King County Bid No. 282-85ATE, Albina Fuel Company for Crafco
Over-flex MS Type 2

Dear Les,

King County has no objection to Pierce County Purchasing Department utilizing the above contract for crack filling material in accordance with our bid, provided the vendor, Albina Fuel Company, is willing.

King County is in the process of extending this contract through June 30, 1986.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. Kohler".

Charles T. Kohler
Purchasing Manager

Enclosure:

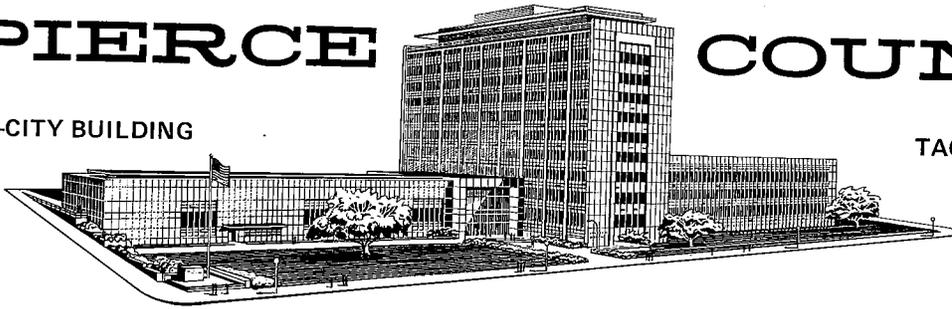
cc: Al Greco

CTK:ki

PIERCE COUNTY

841 COUNTY-CITY BUILDING

TACOMA, WASHINGTON 98402



PURCHASING DIVISION
BUDGET & FINANCE DEPT.

LES RHEA
PURCHASING AGENT

May 7, 1984

84 MAY 8 A10:25

RECEIVED

PURCHASING

Pat Mathena
King County Purchasing Division
620 King County Admn. Bldg.
500 - 4th Avenue
Seattle, WA 98104

Dear Pat:

Per our conversation of May 7, 1984, attached you will find three copies of a Joint Purchasing Agreement. Please have them signed, keep one copy for your files and return two signed copies to me.

Also, you were to send me a copy of your 1984 awarded bid for an Opex letter opener.

Thanks for your help on the above, and if you have any questions, call me on 593-4402.

Sincerely,

A handwritten signature in cursive script that reads "Les Rhea".

Les Rhea
Purchasing Agent

LR:jr

Enc.

JOINT PURCHASE AGREEMENT

BETWEEN PIERCE COUNTY AND KING COUNTY

PURSUANT TO RCW 39.34, INTERLOCAL COOPERATION ACT

Terms of Agreement

1. Pierce County and King County desire to participate in a joint purchase agreement for the purpose of purchasing or acquiring goods and services under one or more contracts of King County or Pierce County established by bid procedure so as to enable the other party to purchase or acquire goods or services based upon said contracts.

2. "Purchasing Agency" and "Purchaser" are defined to mean the party for whose use the property is actually acquired.

3. 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.

4. This agreement is expressly made under the provisions of Chapter 39.34 RCW, as a memorandum of understanding, in contemplation of further agreements between the parties relating to specific purchases as needs arise. Both parties understand and agree that contracts with vendors pursuant to this agreement may include purchases (a) by King or Pierce County acting as agent for either or both parties in securing the best bid price and terms on one or more items or kinds of property for a time period specified in such contract, under RCW 39.34.030 or 39.34.080, or (b) by King or Pierce county as agent for the other in procuring specific items of property, pursuant to a specific request made in writing by the purchaser, under RCW 39.34.080, or (c) joint purchase agreements relating to one or more specific items of property, pursuant to RCW 39.34.030.

JOINT PURCHASE AGREEMENT
BETWEEN PIERCE COUNTY AND KING COUNTY
PURSUANT TO RCW 39.34, INTERLOCAL COOPERATION ACT

Terms of Agreement

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It is further understood that in all such cases the party making such purchase will comply with purchasing statutes and applicable bid requirements.

5. This agreement shall remain in force until cancelled by either party in writing.

6. The administrative contact in Pierce County will be the Pierce County Purchasing Agent. The administrative contact with King County will be the King County Purchasing Agent.

7. Any personal property acquired through the use of this contract will be paid for, held and used by the purchasing agency until the time such property is of no further value or use to the purchaser, and at that time, it will be disposed of as required by the laws then in effect governing such disposal.

Accepted for King County:

By: _____

Title: _____

Date: _____

Accepted for Pierce County:

By: Jes Rhea

Title: Purch. Agent

Date: 5-7-84



King County Executive
Randy Revelle
Department of Executive Administration
Lauraine D. Brekke, *Director*

May 14, 1984

TO: Jack Johnson, Deputy Prosecuting Attorney, Civil Division

FM: Pat Mathena, Senior Buyer *Mathena*

RE: Joint Purchase Agreement Between Pierce County and King County

Enclosed is a copy of a proposed joint purchase agreement received from Les Rhea, Purchasing Agent for Pierce County.

Request you review this agreement to determine its validity with regard to advertising of bids. While Pierce County advertises their bids as dictated by RCW 36.32.250, they advertise in their own county jurisdiction, not ours. This would be the same for King County's bids in that we advertise only in our own county.

This same question arises with using Washington State contracts as a substitute for competitive bidding.

As Mr. Rhea is anxious to purchase some mailroom equipment off one of our bids, we will appreciate your opinion as soon as possible.

PM:m1a

*Do not sign 6-13-84
Jack says he will
write a new one and
present to Council.*

Mathena