

PIERCE COUNTY

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT  
between Pierce County and Clark Regional Wastewater District

TERMS OF AGREEMENT

Pursuant to Pierce County Code 2.106.410 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: Clark Regional Wastewater District 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 itself agrees to seek the same or similar terms for the Public Agency, where appropriate in Pierce County's sole discretion, to the extent permitted by law.
2. 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.
3. Whenever Pierce County has included in contracts with any vendor the authority for the purchase of goods and/or services by a Public Agency, the Public Agency may purchase on the same terms and conditions as Pierce County. Such purchase may be effected by a direct contract between the Public Agency and the vendor. Pierce County accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor; and Pierce County accepts no responsibility for the payment of the purchase price by the Public Agency.
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. The Public Agency agrees to defend, indemnify and hold harmless the County, its' officers, agents or employees from any claims, costs and/or demands arising out of or related 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.

8. Debarment and Suspension Certification

Both the County and the public agency certifies 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 the County and/or the public agency are unable to certify to any of the statements in this certification, they shall attach an explanation to this agreement.

Pierce County  
Purchasing Division  
950 Fawcett Avenue, Suite 100  
Tacoma, WA 98402  
798-253-7456

Bert Kalalau  
622AEC47F3FE411...  
Bert Kalalau  
Purchasing Agent  
10/14/2021  
Date: \_\_\_\_\_

Approved as to legal form only:  
Donna Masumoto 10/12/2021  
BF9FC693630741B  
Deputy Prosecuting Attorney

Public Agency: Clark Regional Wastewater District

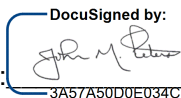
Address: 8000 NE 52<sup>nd</sup> Ct.

City/State/Zip: Vancouver, WA 98665

Telephone: (360) 750-5876

Name of Individual: John M. Peterson, P.E.

Title: General Manager

Signature:   
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Date: 10/12/2021