



Monday, December 08, 2008

Pierce County Library System
Lorie Erickson
Facilities Director
3005 112th St E
Tacoma, WA 98446

Dear Lorie:

Enclosed is a signed Participating Agreement between Region 4 Education Service Center/TCPN and Pierce County Library System.

We look forward to working with you and appreciate you participating in our purchasing cooperative.

If you have any questions, please contact Jason Wickel, TCPN Director, at (713) 744-6341 or by e-mail at jwickel@tcpn.org. Thank you.

Sincerely,

Robert A. Pechacek
Deputy Director, Financial Services/CFO
Financial Services Division

Jw/ag

Enclosure

QP134-MEM3 Rev0

The answer is 4.



COOPERATIVE PURCHASING MEMBERSHIP AGREEMENT

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPN's governing procurement statutes, rules and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

*** PLEASE CHECK THE BOX BELOW ***

PLEASE PRINT OR TYPE IN ALL CAPS: MEMBER AGENCY NAME, DEPARTMENT NAME, AGENCY TYPE, CONTACT NAME, TITLE, ADDRESS, CITY, STATE, ZIP, TELEPHONE, FAX, AND EMAIL.

Member Agency Name: PIERCE COUNTY LIBRARY SYSTEM
 Department Name: FACILITIES
 Agency Type: RURAL LIBRARY SYSTEM - County
 Contact Name: LORIE ERICKSON
 Title: FACILITIES DIRECTOR
 Address: 3005 112TH ST. E.
TACOMA, WA 98446
 Telephone: 253-536-6500 XT. 138
 Fax: 253-537-4600
 Email: LERICKSON@PIERCECOUNTYLIBRARY.ORG

TCPN - 7103 West Tidwell Road - Houston, TX 77092 - PH 858.884.7693 - FAX 800.458.0090

ACT ✓
 MASTERLIST _____
 APPROVED _____
 SIGNATURE _____
 SCANNED _____
 WEB & MAILED _____