

## INTERLOCAL JOINT PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into under RCW 39.34 on this 7th day of January, 1985, between COWLITZ COUNTY ("County"), a political subdivision of the State of Washington, and the CITY OF KALAMA ("City"), a municipality of the State of Washington.

### PURPOSE

The parties desire to establish a procedure for making joint purchases so that each party may acquire goods and services upon more favorable terms and conditions. This Interlocal Agreement will provide the framework and authority by which particular joint purchases may hereafter be made.

### THE PARTIES AGREE AS FOLLOWS:

1. The County, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of the City, to the extent permitted by law and agreed upon between the parties. Likewise the City in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of the County, to the extent permitted by law and agreed upon between the parties.

2. Whenever either party desires to make purchases under a contract entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications, and other relevant information. The party whose purchases are included in contracts entered into by the other party shall likewise make timely payment therefor.

3. Neither party shall be responsible to the other for the performance or nonperformance of contracts by vendors.

4. In making purchase contracts hereunder, the contracting party shall comply fully with the legal requirements applicable to its purchase.

5. Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, whether with or without notice to the other party. Provided, that nothing in the two preceding sentences shall impair existing or pending joint purchases of the parties.

6. This Agreement shall be administered by the County through its Purchasing Agent. This Agreement shall be administered by the City through the Mayor.

7. This Agreement shall take effect immediately and shall continue in effect until terminated. It may be terminated by either party by giving 10 (ten) days written notice to the other. Provided, that termination shall not effect or impair joint purchases of the parties that are agreed to on or before the date of termination.

City of Kalama, Washington:

Faye Mahoney  
Mayor

ATTEST:

Clarice Studdard  
Clerk/Treasurer

APPROVED AS TO FORM:

[Signature]  
City Attorney

Board of County Commissioners  
of Cowlitz County, Washington

Van A. Youngquist  
Van Youngquist, Chairman

Richard Maruhn  
Richard Maruhn, Commissioner

Kermit White  
Kermit White, Commissioner

ATTEST:

Hettie Herron  
Hettie Herron, Clerk of the Board

APPROVED AS TO FORM:

David R. Koss  
David R. Koss  
Chief Civil Deputy Prosecuting  
Attorney