

INTERLOCAL JOINT PURCHASING AGREEMENT  
BETWEEN  
MARION COUNTY  
AND  
COWLITZ COUNTY

THIS INTERLOCAL AGREEMENT is entered into under Oregon Revised Statutes (ORS) 190.110 and Revised Code of Washington (RCW) 39.34 on the day and year the last signature hereto is affixed, between Marion County, a political subdivision of the State of Oregon ("Marion") and Cowlitz County, a political subdivision of the State of Washington ("Cowlitz").

1. 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.

2. RESPONSIBILITIES

2.1 Cowlitz, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes Marion to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Likewise, Marion, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes Cowlitz to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Any contract for the purchase of goods and services made by Cowlitz prior to the execution of this agreement may be extended to include Marion with the concurrence of the vendor. Any contract for the purchase of goods and services made by Marion prior to the execution of this agreement may be extended to include Cowlitz with the concurrence of the vendor. Pursuant to RCW 39.34.030 (5) (b) any statutory obligation to provide notice for bids or proposals that applies to the parties shall be satisfied if the party that awarded the bid, proposal, or contract complied with its own statutory requirements and posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.

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

2.3 In making purchase contracts hereunder, the original contracting party shall be obligated only to comply fully with the legal requirements applicable to its own purchase. It shall be the obligation of the party seeking to place additional orders under the same contract to be certain that legal requirements applicable to that jurisdiction have been met.

2.4 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, 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.

### 3. TERM OF AGREEMENT

This Agreement shall take effect immediately and shall continue in effect until terminated.

### 4. MANNER OF FINANCING

This Agreement shall not require financing as neither party shall be responsible to the other for the performance or nonperformance of purchasing contracts entered into by the other party.

### 5. ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 Marion's representative shall be the Director of the Department of Public Works.

5.2 Cowlitz's representative shall be the Director of the Department of Public Works.

### 6. TREATMENT OF ASSETS AND PROPERTY

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

## 7. INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

## 8. TERMINATION

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph; PROVIDED, that termination shall not affect or impair joint purchases of the parties that are agreed to on or before the date of termination.

## 9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS

The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

## 10. SEVERABILITY, VENUE AND RECORDING

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

The venue for any dispute related to this Agreement shall be in Marion County, OR, if the bid is issued by Marion County or in Cowlitz County, WA, if the bid is issued by Cowlitz County. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

As required by RCW 39.34.040, this Agreement shall not take effect for Cowlitz County unless and until it has been posted on the County's Interlocal Agreement website.

11. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

this 23 day of July, 2013

this 9<sup>th</sup> day of July, 2013.

RECOMMENDED BY:

[Signature]  
Marion County, Director of Public Works

**BOARD OF COUNTY COMMISSIONERS OF  
COWLITZ COUNTY, WASHINGTON**

[Signature]  
Michael A. Karnofski, Commissioner

APPROVED BY:

[Signature]  
Chief Administrative Officer  
Jan Fritz, Deputy County  
Administrative Officer

[Signature]  
James R. Misner, Commissioner

[Signature]  
Dennis P. Weber, Commissioner

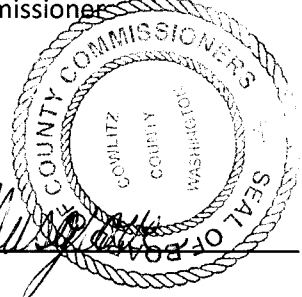
APPROVED AS TO FORM:

[Signature] 7-19-13  
Marion County Contracts

[Signature] 7/23/13  
Marion County Legal Counsel

ATTEST:

[Signature]  
Clerk of the Board



APPROVED AS TO FORM:

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Deputy Prosecuting Attorney