

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into under RCW 39.34 on this 19th day of October, 1998 between COWLITZ COUNTY ("County"), a political subdivision of the State of Washington, and VANCOUVER SCHOOL DISTRICT NO. 37, a public agency under the laws 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. Cowlitz County, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of Vancouver School District No. 37, to the extent permitted by law and agreed upon between the parties. Likewise Vancouver School District No. 37, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of Cowlitz 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 take all such action as may be necessary to effect such purchase from the subject vendor and shall be solely responsible for the completion and performance of any such purchase contract.

3. Neither party shall be responsible to the other for the performance or nonperformance of contracts by vendors, nor shall either party assume any liability of any kind or nature on behalf of or for the party electing to purchase under an awarded contract of the other.

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 Cowlitz County through its Purchasing Agent. This Agreement shall be administered by Vancouver School District No. 37 through its designated officer.

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

VANCOUVER SCHOOL DISTRICT
NO. 37

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

John W. Erickson
Signature

Joel R. Rupley
Joel R. Rupley, Chairman

Deputy Superintendent
Title

J. Bill Lehning
J. Bill Lehning, Commissioner

October 21, 1998
Date

Van A. Youngquist
Van A. Youngquist, Commissioner

ATTEST:
Vickie M. Musgrove
Vickie M. Musgrove 10-19-98
Clerk of the Board

APPROVED AS TO FORM:
Ronald S. Marshall
Ronald S. Marshall
Chief Civil Deputy
Prosecuting Attorney