

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into under RCW 39.34 on this 29th day of January, 1996 between COWLITZ COUNTY ("Cowlitz County"), a political subdivision of the State of Washington, and CLALLAM COUNTY ("Clallam County"), a political subdivision 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 Clallam County, to the extent permitted by law and agreed upon between the parties. Likewise Clallam County, 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 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 Cowlitz County through its Purchasing Agent. This Agreement shall be administered by Clallam County through the Sheriff's Office.

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 effect or impair joint purchases of the parties that are agreed to on or before the date of termination.

BOARD OF COUNTY COMMISSIONERS
OF CLALLAM COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Dorothy Duncan
Dorothy Duncan, Chair

Jon A. Taylor
Jon A. Taylor, Chairman

Dave Cameron
Dave Cameron

Van A. Youngquist
Van A. Youngquist, Commissioner

Phillip Kitchel
Phillip Kitchel

Joel R. Rupley
Joel R. Rupley, Commissioner

ATTEST:

ATTEST:

Heather McElroy, Deputy
Karen Flores
Clerk of the Board

Vickie M. Musgrove
Vickie M. Musgrove
Clerk of the Board

APPROVED AS TO FORM this
30th day of November, 1995.

APPROVED AS TO FORM:

Christopher Melly
Christopher Melly
Prosecuting Attorney

Previously approved
Ron Marshall
Chief Civil Deputy
Prosecuting Attorney