

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Cowlitz County, Washington, a political subdivision of the State of Washington, acting by and through its Board of Commissioners, (the "County") and the Port of Longview, a political subdivision of the State of Washington, and wholly situated in Cowlitz County, Washington, (the "District"), on the date shown below.

AGREEMENT

1. Purpose. The purpose of this Agreement is to provide for the cooperative purchase of materials, supplies and equipment associated with the operation of the municipal corporations listed herein.
2. Term. This Agreement shall commence as of the date hereof. The Port of Longview or the County may terminate this Agreement upon thirty (30) days written notice to the other party.
3. Cooperative Purchase. The determination of whether or not any party to this agreement shall purchase materials, supplies, or equipment under the terms and conditions of any purchase contract entered by another party under a statutory bidding procedure shall be made by the legislative body desiring to make such purchase.
4. Financial Responsibility. Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies, and equipment purchased and received by such party under the terms of this agreement. The County accepts no responsibility for the performance of any purchasing contract by the vendor and the Port of Longview. The County accepts no responsibility for payment of the purchase price by the Port of Longview.
5. Hours of Operation. The hours of operation for removal of dredge spoil material shall not exceed 7:00 a.m. to 6:00 p.m., Monday through Saturday, without prior written authorization from the County. Removal operations are not authorized during County recognized Holidays.
6. Ownership. Title to all items purchased by any party to this agreement shall remain in the name of such party.
7. Limitations. This agreement is limited to the cooperative purchase of materials, supplies and equipment.
8. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the United States and the State of Washington.
9. Venue. Any litigation between the parties to this Agreement shall be in the courts of Cowlitz County or a Federal Court with jurisdiction and venue of any such action.
10. Notices. Except as otherwise provided herein, any notice, demand, information, report, or item otherwise required, authorized or provided for in this Agreement shall be given in writing and

shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile and confirmed by telephone, (iii) sent by United States mail, postage prepaid, to the Authorized Representatives of all affected Parties at the address designated by each Authorized Representative, or (iv) sent by email with signature of the Authorized Representative.

11. Hold Harmless. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission by any person, firm, or corporation not a party to this agreement.

APPROVED this 3 day of May, 2011.

PORT OF LONGVIEW

By: 

Ken O'Hollaren
Name Printed

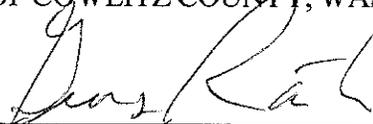
Executive Director
Title

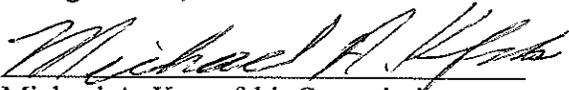
ATTEST:

Executive Assistant

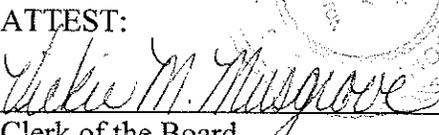
APPROVED this 7th day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON


George Raiter, Chairman


Michael A. Karnofski, Commissioner


James R. Misner, Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


Timothy O'Neill
Deputy Prosecuting Attorney