INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 of the Revised Code of Washington and other provisions of the law, **The City of Richland**, a political subdivision of the State of Washington and the **Metropolitan Transportation Commission** (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500, hereby agree to cooperative purchasing upon the following terms and conditions:

1. The two parties, in negotiating for the purchase of goods and services, agree to extend the privileges of said negotiation to the other party to the extent permitted by law, and agreed upon by the parties hereto, and the vendors.

2. Each party accepts responsibility for compliance with all bid laws and any additional or varying laws and regulations governing its purchases. Purchases by either party against the bid awards of the other shall be affected by a purchase order directed to the vendor who contracted to furnish goods or services through the bid process.

3. The contracting agency accepts no responsibility for the performance of any purchasing contract by the vendor, and accepts no responsibility for the payment of any purchases by the other party.

4. Either party may contract independently for the purchase of any goods and services, with or without notice to the other party.

5. This agreement is for goods and services necessary for the operation of the two parties.

6. This agreement shall remain in force until canceled by either party, which cancellation may be effected with or without notice to the other party.

7. This agreement covers all MTC and City of Richland contracts, provided that each party reserves the right to exclude the other from any particular purchasing contract with or without notice.

8. No new or separate legal or administrative entity is created to administer the provisions of this agreement.

CITY OF RICHLAND, WA	METROPOLITAN TRANSPORTATION COMMISSION
[signature]	*[signature]*
John Noble **Purchasing Manager**	**Mamie Lai** **Director, Administrative & Technology Services**
Date	Date