

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made and entered into this 1<sup>st</sup> day of June 2015 between Newport Hospital and Health Services ("NHHS") and the City of Newport ("Newport"). Pursuant to 39.34, the Interlocal Cooperative Act, the parties agree to a cooperative purchasing agreement to cover the purchase of various supplies, materials, equipment and services up on the following terms and conditions:

1. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, materials, equipment and services. Each of the parties hereby agrees to extend to the other part of the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each part and the bidder, contractor, vendor, supplier or service provider.
2. Each agency is independently responsible for compliance with all applicable laws and regulations governing its own purchases.
3. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result to this Agreement.
4. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier or service provider and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other part with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

This Agreement shall continue in force until cancelled by either part, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

Accepted for NHHS:

Tom Wilbur

Date: June 25, 2015

Accepted for Newport:

Trinity Sand

Date: July 06, 2015