

CITY OF VANCOUVER/  
CLARK PUBLIC UTILITIES  
INTERLOCAL JOINT PURCHASING AGREEMENT

TERMS OF AGREEMENT

This agreement is between the City of Vancouver, a political subdivision of the state of Washington, and Clark Public Utilities, a political subdivision under the laws of the State of Washington.

WITNESSETH:

Whereas, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

Whereas, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; and

Whereas, the parties desire to utilize each other's procurement agreements when it is in their mutual interest:

Now, therefore, the parties agree as follows:

1. The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. This agreement shall allow the following activities:
  - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
  - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
4. This agreement shall remain in force until cancelled by either party in writing.
5. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or

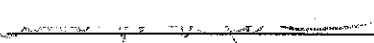
otherwise obligate the other party to participate in the activity. The City of Vancouver and Clark Public Utilities each reserves the right to exclude the other from any particular purchasing contract, with or without notice.

6. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.
7. The City of Vancouver, in contracting for the purchase of goods and services for itself agrees to seek the same or similar terms for the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.
8. Executed copies of this agreement shall be filed as required by section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. Each party may insert in its solicitation for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
10. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
11. 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 omission of any person, firm or corporation not a part of this agreement.
12. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

CLARK PUBLIC UTILITIES:


CITY OF VANCOUVER:

**SIGNATURE ON FILE**

  
Wayne W. Nelson,  
CEO/General Manager

4-26-11  
Date

**SIGNATURE ON FILE**

  
R. Lloyd Tyler,  
Chief Financial Officer

5/9/11  
Date