

COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between the City of Vancouver, Washington, a municipal corporation of the State of Washington, and the Discovery Clean Water Alliance, a political subdivision of the State of Washington.

WHEREAS the Interlocal Cooperation Act, as amended and codified in RCW Chapter 39.34, provides for cooperative agreements between governmental agencies; and

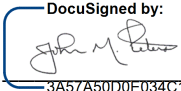
WHEREAS the parties desire to utilize each other's procurement agreements when it is in their mutual interest for purchasing or acquiring various supplies, materials, equipment, public works, maintenance, and routine, expert and/or consultant services, using competitively awarded contracts. Pursuant to the following terms and conditions:

1. **PURPOSE:** Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
2. **ADMINISTRATION:** No new or separate legal administrative entity is created to administer the provisions of this Agreement. Each agency is responsible for compliance with its applicable laws and regulations regarding purchases.
3. **SCOPE:** This Agreement shall allow the purchase or acquisition of supplies, materials, equipment and/or services as agreed to by the parties and the vendors.
4. **MANNER OF ACQUIRING, HOLDING AND DISPOSING:** Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s). Each agency shall be responsible for the payment of any item(s) they purchased through a contract or purchase order that resulted from this Agreement. The party purchasing under this agreement shall be solely responsible for acquiring the property it purchases and all such property shall be held in that party's name. That party shall also have the responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
5. **NO OBLIGATION:** The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
6. **AMENDMENTS:** This Agreement may be amended or modified by mutual agreement of the parties. Any amendment or modification shall be in writing and signed by the parties.

- 7. **PROPERTY:** Any property acquired by a party under this agreement is the sole and separate property of that party for all purposes, including possession, use and disposition of such property.
- 8. **GOVERNING LAW:** The terms of this Agreement shall be governed by the laws of the State of Washington.
- 9. **SIGNATURES:** The parties acknowledge that they have read and understand and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this Agreement.
- 10. **TERMINATION:** This Agreement shall remain in force until cancelled in writing by either party.
- 11. This agreement shall be administered on behalf of the City by the Procurement Manager and on behalf of the Alliance by the Alliance Executive Director or designee.
- 12. A copy of this agreement shall be listed by subject on the agency websites of the City and the Alliance.

Discovery Clean Water Alliance

City of Vancouver, State of Washington

By: 
DocuSigned by:
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Name: John M. Peterson

Title: General Manager

Date: 8/12/2021

By: 
DocuSigned by:
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Name: Anna Vogel

Title: Procurement Manager

Date: 8/12/2021