

COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between the **City of Vancouver, Washington**, a municipal corporation of the State of Washington, and **Washington State University Vancouver**, an institute of higher education 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. GOVERNING LAW: The terms of this Agreement shall be governed by the laws of the State of Washington.
8. 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.
9. TERMINATION: This Agreement shall remain in force until cancelled in writing by either party.

Washington State University Vancouver

By: _____

Name: Amanda N. Owen
Contracts Manager
Washington State University

Title: _____

Date: 11/16/18

City of Vancouver, State of Washington

By: _____

Name: Natasha Ramras

Title: CFO

Date: 12-5-18

Approved As To Form:

[Signature]

Recommended By: [Signature]

Date: 11/7/18

Phil Oaks, WSUV Director of Facility Operations

Recommended By: [Signature]

Date: 11/6/18

Lt. Dave Stephenson, Director of Public Safety and Police Service