

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN COWLITZ COUNTY AND CLARK PUBLIC UTILITIES**

This Agreement, made and entered into by and between Cowlitz County, State of Washington, a Washington municipal corporation (hereinafter referred to as "COWLITZ COUNTY") and Public Utility District No.1 of Clark County, a political subdivision under the laws of the State of Washington, (hereinafter referred to as "CLARK PUD"), (collectively "Parties"), and whereby the Parties agree to cooperative governmental purchasing upon the following terms and conditions:

1. Cooperative Purchases. The Parties hereto, pursuant to Chapters 36 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington do hereby agree to cooperatively purchase supplies, goods, services and equipment as a result of competitive bidding and within the qualifications or specifications established by and for COWLITZ COUNTY and CLARK PUD when it is in the mutual interest of both parties.

Parties will finalize their own arrangements, including option selection, selections, trade-in and delivery arrangements for goods, services and equipment directly with the applicable contractor or vendor. COWLITZ COUNTY and CLARK PUD agree that each Party has no liability as far as the durability, serviceability, performance and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual Party and will not be perceived as selected by the other Party. COWLITZ COUNTY and the CLARK PUD accept no responsibility of the performance of any contracts by the contractor, and COWLITZ COUNTY and CLARK PUD accept no responsibility for payment of the purchase price for any contract entered into by the other Party.

2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each Party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other Party. The Parties reserve the right to exclude the other Party from any particular purchasing or services contract, with or without notice to the other Party.

3. Term. This Agreement shall take effect immediately and shall continue in effect until terminated. It may be terminated by either Party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

4. Compliance with Laws. Each Party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that Party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

5. Indemnification. Each Party shall be liable and responsible for the consequence 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 party to this Agreement.

6. Recording. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the respective county Auditor or posted on the respective county's Interlocal Agreements website.

7. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this agreement may be amended or modified except by written agreement signed by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

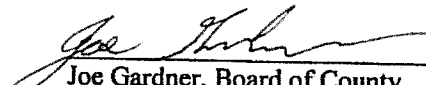
Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

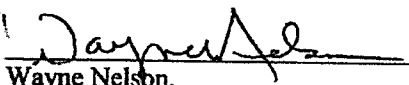
The venue for any dispute related to this Agreement shall be in CLARK PUD if the bid is issued by CLARK PUD or in COWLITZ COUNTY if the bid is issued by COWLITZ COUNTY. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHERE OF, the parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.


**BOARD OF COMMISSIONERS
COWLITZ COUNTY, WASHINGTON**

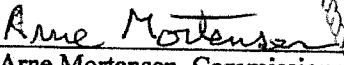
**APPROVED BY PUBLIC UTILITY
DISTRICT NO. 1 OF CLARK
COUNTY:**


Joe Gardner, Board of County
Commissioners, Chairman

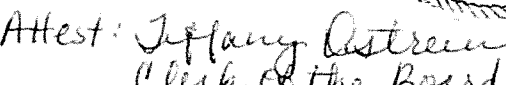

Wayne Nelson,
General Manager/CEO

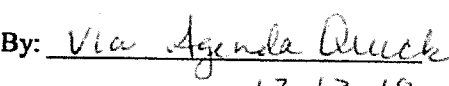

Dennis Weber, Commissioner

ATTEST: Clerk of the Board 


Arne Mortensen, Commissioner

APPROVED AS TO FORM, ONLY:
Dana Giggler, Civil Deputy

Attest: 
Clerk of the Board
12-18-18

By: 
12-13-18

