

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

BETWEEN

**Clark Public Utilities (CPU)
P.O. Box 1742
Vancouver, Washington 98668**

And

**Clark County Public Transportation Benefit Area (C-Tran)
P.O. Box 2529
Vancouver, Washington 98668-2529**

And

**Clark County
4700 NE 78th Street
Vancouver, Washington 98665**

And

**City of Vancouver, Washington
415 West 6th Street
Vancouver, Washington 98668**

And

**The City of Longview, Washington
254 Oregon Way
P.O. Box 128
Longview, Washington 98632-7080**

And

**Cowlitz County Public Works
1600 13th Ave South
Kelso, Washington 98626**

This Interlocal Agreement ("Agreement") is entered into between Public Utility District No. 1 of Clark County ("CPU"), Clark County Public Transportation Benefit Area (C-Tran), Clark County Public Works, the City of Vancouver Washington, The City of Longview, Washington, and Cowlitz County Public Works (collectively known as the "Parties").

WHEREAS, the Parties to this Agreement are public agencies as defined in Chapter 39.34 RCW and through these provisions of Washington state law are authorized to enter into Interlocal Agreements for cooperative purchasing; and

WHEREAS, the Parties have been working together to identify a common vendor to provide renewable diesel and renewable diesel fuel blends; and

WHEREAS, the Parties recognize that renewable diesel can reduce greenhouse gases within the transportation industry; and

WHEREAS, the Parties have elected to work cooperatively to reduce the cost of purchasing renewable diesel and renewable diesel fuel blends; and

WHEREAS, CPU is in the process of developing a materials bid for the purchase of these fuels and will require the selected vendor to allow purchases by other municipal entities.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. **Purpose.** The purpose of this Agreement is to allow the Parties to purchase renewable diesel and renewable diesel fuel blends under CPU's future purchase contract for these materials.
2. **No Entity Created/Administration.** No new or separate legal entity is created to administer this Agreement. The Parties shall individually and/or jointly administer this Agreement as necessary.
3. **Term.** This Agreement shall be effective on the last date signed below and shall be continue until September 31, 2023, unless terminated in writing by any Party. In the event one Party issues a notice of termination, such termination shall be effective only as to that

Party. The terminating Party shall provide copies of its notice of termination to all Parties. This Agreement may be extended by written agreement of the Parties.

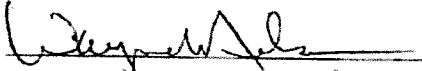
4. Purchasing Policies/Indemnification. Each Party to this Agreement has adopted its own contracting procedures pertaining to the purchasing and award of contracts. Each Party shall be responsible for compliance with its bidding requirements and insuring compliance with the laws pertaining to its material acquisitions. CPU will followed its procedures for the bid and award of the renewable diesel and renewable diesel fuel blends contract. Under CPU's purchase contract, other municipalities will be permitted to purchase these fuels directly from the vendor under separate agreement. Any Party making such purchases will be solely responsible for those transactions.

The other Parties shall not be liable for any breach or other violation, either alleged or actual, by a procuring Party under its agreement with the vendor. The procuring Party shall also indemnify and hold harmless the other Parties from any claim that may arise from the procuring Party's transactions with the fuel vendor.

5. Property. Ownership of any property acquired pursuant to this Agreement shall vest in the Party making the procurement, which shall have the sole right of disposal of the property.
6. Payment. Each Party shall pay for its own procurements.
7. Compliance. Each party accepts responsibility for compliance with federal, state, or local laws and regulations, including the bidding requirements, applicable to its acquisition of the materials purchased under this Agreement.
8. Publication. Each Party shall either file an executed copy of this Agreement with the county auditor in its jurisdiction or post the Agreement on its website, as required by RCW 39.34.040.

9. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

Public Utility District No. 1 of Clark County:



Name: Wayne Nelson

Title: CEO/General Manager

Date: 12-4-18

Clark County Public Transportation Benefit Area (C-Tran):

Name: _____

Title: _____

Date: _____

Clark County:

Name: _____

Title: _____

Date: _____

City of Vancouver, Washington

Conrad Vogel

Name: Anna L. Vogel

Title: Procurement Manager

Date: November 21, 2018

City of Longview, Washington

Kurt H. Sacha

Name: KURT H. SACHA

Title: CITY MANAGER

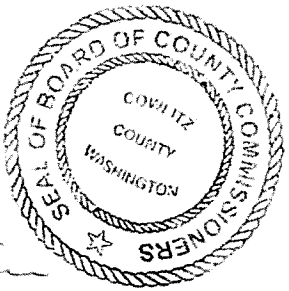
Date: AUGUST 23, 2018

Cowlitz County Public Works
Board of County Commissioners
of Cowlitz County, WA

Name: Joe Gardner

Title: Joe Gardner, Chairman

Date: 12-18-18



Attest: Jiffany Ostreim
Clerk of the Board