

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Alderwood Water and Wastewater District, a Washington public agency ("Alderwood"), and Silver Lake Water & Sewer District, a Washington public agency ("Silver Lake"), (individually a "Party" and collectively the "Parties") for the purposes set forth below.

Section 1: Recitals

1.1 The Parties are political subdivisions and special purpose water-sewer districts existing pursuant to Title 57 Revised Code of Washington ("RCW") under the laws of the State of Washington.

1.2 Pursuant to RCW 57.08.005 (3), the Parties are authorized to purchase equipment, supplies and materials in accordance with the procedures set forth therein; provided, as an alternative to RCW 57.08.005 (3), the Parties are also authorized by RCW 57.08.005 (4) to purchase equipment, supplies and materials from suppliers designated on current state agency, county, city, or town purchasing rosters for the materials, supplies or equipment, when the roster has been established in accordance with the competitive bidding law for purchases applicable to the state agency, county, city, or town.

1.3 RCW 39.34.030 (2) authorizes two or more public agencies to enter into agreements for joint or cooperative action pursuant to the provisions of chapter 39.34 RCW; and, pursuant to RCW 39.34.030 (5), with respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency that awarded the bid, proposal, or contract complied with its own statutory requirements and posted the bid or solicitation notice on a web site established and maintained by a public agency for the purposes of posting public notice of bid or proposal solicitations.

1.4 The Parties now desire to utilize each other's bid, proposal, and contract procurement agreements when it is in their mutual interest.

1.5 Now, therefore, the Parties agree as follows:

Section 2: Agreement for Cooperative Purchasing

2.1 Purpose. The purpose of this Agreement is to comply with the requirements of Chapter 39.34 RCW and to authorize the purchase or acquisition of materials, supplies and equipment under contracts where a price is extended by either

Party's vendor to other public agencies.

2.2 Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

2.3 Scope. This Agreement authorizes the following activities:

- A. Purchase or acquisition of materials, supplies, and equipment by each Party acting as agent for either or both Parties when agreed to in advance, in writing;
- B. Purchase or acquisition of materials, supplies, and equipment by each Party (1) where provision has been provided in contracts for other public agencies to avail themselves of the purchase of such materials, supplies, and equipment under the terms and conditions established under the contract; (2) where either Party's vendor is willing to extend prices to other public agencies; and (3) where the original purchasing party has complied with the provisions of RCW 39.04.030.

2.4 Duration of Agreement – Termination. This Agreement shall remain in force until cancelled by either Party in writing.

2.5 Right to Contract – Independent Action Preserved. Each Party reserves the right to contract independently for the acquisition of materials, supplies, and equipment without notice to the other Party and shall not bind or otherwise obligate the other Party to participate in the activity.

2.6 Compliance with Legal Requirement. Each Party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, the bidding requirements applicable to its acquisition of materials, supplies, and equipment.

2.7 Financing/Payment. The method of financing of payment for the acquisition of materials, supplies and equipment shall be through budgeted funds or other available funds of the Party for whose use the property is actually acquired or disposed. Each Party accepts no responsibility for the payment of the acquisition price of any materials, supplies or equipment intended for use by the other Party.

2.8 Filing. Executed copies of this Agreement shall be filed with the County Auditor as required by RCW 39.34.040 or listed on each Party's web site prior to this Agreement becoming effective.

2.9 Non-Delegation/Non-Assignment. Neither Party may delegate the performance of any contractual obligation with respect to this Agreement to a third party, unless mutually agreed to by the Parties in writing. Neither Party may assign this Agreement without the written consent of the other Party.

2.10 Hold-Harmless. Each Party agrees to hold the other Party and its

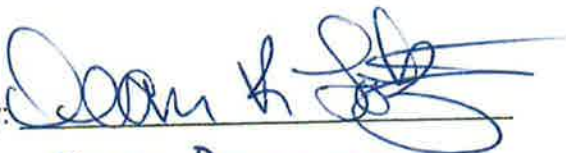
elected and appointed officials, officers, employees and agents harmless from any claims or losses resulting from its procurement contract as described in Section 2.3 above, except for those losses resulting solely from the negligence of such Party. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

2.11 Severability. Any provision of this Agreement which is determined to be unlawful, prohibited, or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.


2.12 Incorporation of Recitals. The recitals set forth above are incorporated herein in full by this reference.

2.13 Effective Date. This Agreement shall be effective on the later dated signed by the Parties set forth below ("Effective Date")

ALDERWOOD WATER AND SEWER DISTRICT

By: 
Its: BOARD PRESIDENT
Dated: DECEMBER 18, 2017

SILVER LAKE WATER AND SEWER DISTRICT

By: 
Its: GENERAL MANAGER
Dated: 12/15/2017