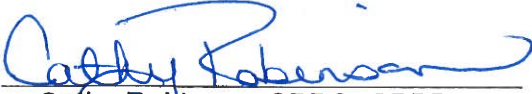


INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 of the Revised Code of Washington and other provisions of the law, **The City of Richland**, and **Oregon State University**, both public agencies (collectively the "Parties" and, individually, a "Party"), hereby agree to cooperative purchasing upon the following terms and conditions:

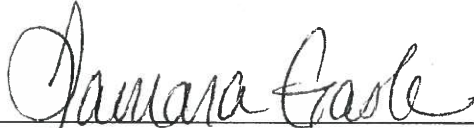
1. Each of the Parties from time to time goes out to public bid or undertakes other competitive solicitation and then contracts with the vendors and service providers to purchase supplies, materials, equipment, and services.
2. Each of the Parties hereby agrees to extend to the other Party the right to purchase pursuant to such bids and contracts to the extent (a) permitted by applicable law and (b) agreed upon between the awarding Party and its bidders, contractors, vendors, suppliers, or service providers.
3. Each Party shall comply with all applicable laws and regulations governing its own purchases.
4. Each of the Parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchase.
5. Each Party will indemnify and hold the other Party harmless as to any claim arising out of its negligence in the use of this Agreement.
6. Any purchase made pursuant to this Agreement is not a purchase from either of the Parties. This Agreement shall create no obligation to either of the Parties to purchase any particular good or service, nor create to either of the Parties any assurance, warranty, or other obligation from the other Party with respect to purchasing or supplying any good or service.
7. No separate legal or administrative entity is intended to be created pursuant to this Agreement. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.
8. The Purchasing Manager of Snohomish County and the Strategic Procurement Manager of Oregon State University shall be the representatives of the Parties for purposes of carrying out the terms of this Agreement.
9. This agreement shall remain in force until canceled by either party, which cancellation may be effected upon receipt by one of the Parties of the written notice of cancellation of the other party.

CITY OF RICHLAND, WA


Cathy Robinson, CPPO, CPPB
Purchasing Manager

6/16/14
Date

OREGON STATE UNIVERSITY


Tamara J. Gash, CPPO
Strategic Procurement Manager

6/13/14
Date