

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Contract #1214-09

Warehouse Consumables Furniture & Equipment

Pursuant to RCW chapter 39.34, 28A.320.080 and other related provisions of Washington law, Battle Ground School District #119 and Hockinson School District #98, hereby agree to a cooperative governmental bid for the purchase of the specified materials and/or services upon the following terms and conditions:

1. Battle Ground School District #119 and Hockinson School District #98 are duly constituted school districts and political subdivisions within the States of Washington and Oregon.
2. Battle Ground School District #119, pursuant to RCW 28A.335.190, has completed all components of the competitive bidding process for the purchase of the following materials or services:

Warehouse Consumables Furniture & Equipment

3. Battle Ground School District #119 in contracting for the purchase of Warehouse Consumables or the Hockinson School District #98 agrees to contract to the extent permitted by law and agreed upon by the parties during the contract period of the September 01, 2014 through August 31, 2015, with the option to extend for four additional one-year periods. Hockinson School District #98 accepts responsibility for compliance with any additional or varying laws or regulations governing purchases on behalf of the Hockinson School District #98.
4. Whenever Battle Ground School District contracts to purchase materials or services on behalf of other political subdivisions, Hockinson School District #98, may also purchase materials or services at the same terms and conditions as Battle Ground School District #119. Battle Ground School District #119 accepts no responsibility for the performance of the vendor in any contract entered into as a result of the cooperative bid; makes no warranty, express or implied, for any materials or services acquired under this agreement; and accepts no responsibility for the payment of the contract or purchase price by the Hockinson School District #98.
5. Hockinson School District #98 reserves the right to contract independently for the purchase of any particular warehouse consumables with or without notice to Battle Ground School District #119.

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- 6. This Agreement shall continue to be in full force and effect until the expiration date of the bid and contract. Either party may cancel this Agreement at any time prior to the expiration of the term of this bid and contract only upon written notice to the other party. The effective date of termination of the terms and conditions of this Agreement shall be fifteen (15) days from the date of receipt of notice of cancellation.

- 7. In the event this Agreement is terminated before the expiration of the terms of the Agreement, Warehouse Consumables purchased and paid for by Hockinson School District #98 shall be considered the property of the Hockinson School District #98 and the Battle Ground School District #119 shall have no interest therein.

- 8. Hockinson School District #98, by appropriate board action, has authorized the Superintendent or his designee to execute and deliver all necessary documents to effect the terms and conditions of this Agreement.

Battle Ground School District No. 119
POB 200
Battle Ground, WA 98604



President
Board of Directors



Secretary
Board of Directors

July 13, 2015

Date

Hockinson School District No. 98
17912 NE 159th Street
Brush Prairie, WA 98606



President
Board of Directors



Secretary
Board of Directors

6.8.15

Date