

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

BID NO. 1420

Pursuant to RCW chapter 39.34, 28A.320.080 and other related provisions of Washington law, Vancouver School District No. 37 and Thurston County hereby agree to a cooperative governmental bid for the purchase of the specified materials and/or services upon the following terms and conditions:

1. Vancouver School District No. 37 and Thurston County are duly constituted school districts and political subdivisions within the States of Washington and Oregon.
2. Vancouver School District No. 37, pursuant to RCW 28A.335.190, has completed all components of the competitive bidding process for the purchase of the following materials or services:

Hon commercial products and services

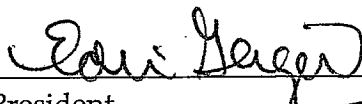
3. Vancouver School District No. 37, in contracting for the purchase of Hon commercial products and services for Thurston County agrees to contract to the extent permitted by law and agreed upon by the parties during the contract period of November 1, 2010 to July 11, 2011. Thurston County accepts responsibility for compliance with any additional or varying laws or regulations governing purchases on behalf of Thurston County.
4. Whenever Vancouver School District No. 37 contracts to purchase materials or services on behalf of other political subdivisions, Thurston County may also purchase materials or services at the same terms and conditions as Vancouver School District No. 37. Vancouver School District No. 37 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 Thurston County.
5. Thurston County reserves the right to contract independently for the purchase of any particular Hon commercial product or service with or without notice to Vancouver School District No. 37.
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.

Intergovernmental Cooperative Purchasing Agreement
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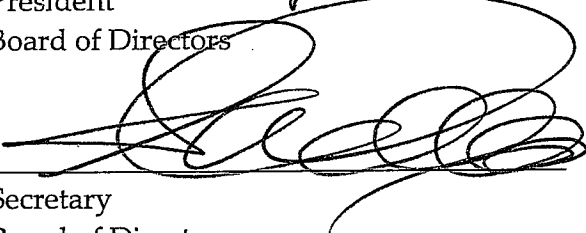
7. In the event this Agreement is terminated before the expiration of the terms of the Agreement, the Hon commercial product or service purchased and paid for by Thurston County shall be considered the property of Thurston County and the Vancouver School District No. 37 shall have no interest therein.

8. Thurston County, 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.

VANCOUVER SCHOOL DISTRICT NO. 37
P.O. Box 8937
Vancouver, Washington 98668-8937



President
Board of Directors



Secretary
Board of Directors

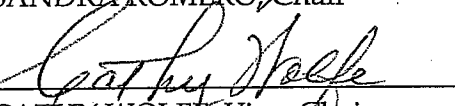
November 23, 2010

Date


THURSTON COUNTY
BOARD OF COUNTY COMMISSIONERS



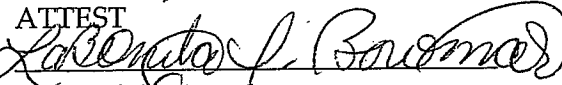
SANDRA ROMERO, Chair



CATHY WOLFE, Vice- Chair



KAREN VALENZUELA, Commissioner


ATTEST


Clerk of the Board

Date: October 26, 2010

Approved as to Form:

EDWARD G. HOLM
PROSECUTING ATTORNEY

By: 

Scott Cushing, Deputy Prosecuting Attorney