

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

BID NO. 1442

ATHLETIC UNIFORMS AND EQUIPMENT

Pursuant to RCW chapter 39.34.28A.320.080 and other related provisions of Washington law, Vancouver School District No. 37 and Northshore School District No. 417 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 Northshore School District No. 417 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:

Athletic Uniforms and Equipment

3. Vancouver School District No. 37, in contracting for the purchase of athletic uniforms and equipment agrees to contract to the extent permitted by law and agreed upon by the parties during the contract period of February 13, 2007 to February 12, 2012. Northshore School District No. 417 accepts responsibility for compliance with any additional or varying laws or regulations governing purchases on behalf of Northshore School District.
4. Whenever Vancouver School District No. 37 contracts to purchase materials or services on behalf of other political subdivisions, Northshore School District No. 417 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 the Northshore School District No. 417.
5. Northshore School District No. 417 reserves the right to contract independently for the purchase of any particular athletic equipment or uniforms 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.
7. In the event this Agreement is terminated before the expiration of the terms of the Agreement, athletic equipment and uniforms purchased and paid for by Northshore School District No. 417 shall be considered the property of the Northshore School District No. 417 and the Vancouver School District No. 37 shall have no interest therein.
8. Northshore School District No. 417, 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 MARI GREVES



Secretary, Board of Directors JOHN ERICKSON

NORTHSHORE SCHOOL DISTRICT NO. 417
3330 Monte Villa Pkwy
Bothell, Washington 98021-8972




President of the Board



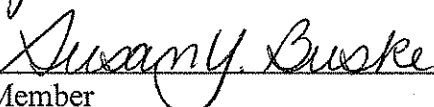
Vice-President of the Board



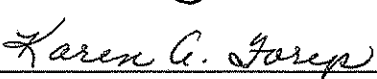
Member



Member



Member



Dr. Karen A. Forsys, Secretary to the Board

April 23, 2007

Date

3/27/07

Date