

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

BID NO 22-0629-11 Supplemental Food

Cafeteria Supplemental Food

Pursuant to Chapter 39.34 of the Revised Code of Washington and to other applicable laws, the **Longview School District No 122** and **Kelso School District No. 458** hereby agree to enter into a cooperative agreement for the purchase of the specified materials and/or services upon the following terms and conditions:

1. Longview School District No 122 and Kelso School District No. 458 are duly constituted school districts and political subdivisions within the States of Washington and Oregon.
2. Longview School District No 122, pursuant to RCW 28A.335.190, has completed all components of the competitive bidding process for the purchase of Cafeteria Supplemental Food.
3. Longview School District No 122, in contracting for the purchase of Cafeteria Supplemental Food for agrees to contract to Kelso School District No. 458 the extent permitted by law and agreed upon by the parties during the contract period of July 12, 2022 to July 11, 2023. Kelso School District No. 458 accepts responsibility for compliance with any additional or varying laws or regulations governing purchases on behalf of Kelso School District No. 458.
4. Whenever Longview School District No 122 contracts to purchase materials or services on behalf of other political subdivisions, Kelso School District No. 458 may also purchase materials or services at the same terms and conditions as Longview School District No 122. Longview School District No 122 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 Kelso School District No. 458.
5. Kelso School District No. 458 reserves the right to contract independently for the purchase of any particular Cafeteria Supplemental Food with or without notice to Longview School District No 122.
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, Cafeteria Supplemental Food purchased and paid for by Kelso School District No. 458 shall be considered the property of the Kelso School District No. 458 and the Longview School District No 122 shall have no interest therein.
8. Kelso School District No. 458 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.

LONGVIEW SCHOOL DISTRICT NO 122
2715 Lilac St.
Longview, Washington 98632-3526



President
Board of Directors



Secretary
Board of Directors

7/25/22
Date

KELSO SCHOOL DISTRICT NO 458
601 Crawford St
Kelso, WA 98626-4315

President
Board of Directors

Secretary
Board of Directors

Date