

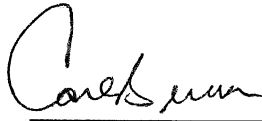
**INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT**

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law, Mount Vernon School District and Concrete School District hereby agree to cooperative governmental purchasing upon the following terms and conditions:

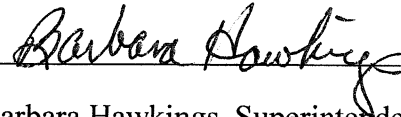
1. Mount Vernon School District of Washington, in contracting for the purchase of produce products, agrees to extend said contract with Concrete School District to the extent permitted by law, and agreed upon by all parties.
2. Mount Vernon School District represents and warrants it will comply with its statutory requirements under Washington law regarding notice for bids or proposals for goods or services subject to this Agreement.
3. The Concrete School District accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the agency in question. Mount Vernon School District makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating school district.
4. A purchase by the Concrete School District shall be affected by a purchase order from its agency, directed to the vendor or other party contracting to furnish specified produce products to the school district.
5. Mount Vernon School District accepts no responsibility for the performance of any purchasing contract by the vendor, and accepts no responsibility for the payment of the purchase price by the Concrete School District.
6. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing body of both parties shall jointly administer this Agreement.
7. Concrete School District shall be solely responsible for acquiring the products and all such products shall be held in that agency's name. The Concrete School District shall also have primary responsibility for disposing such products for the duration of the Agreement and upon termination of the Agreement.
8. The manner of financing the produce products purchased under this Agreement shall be through budgeted funds or other available funds of the Concrete School District.

Concrete School District shall be responsible for all budget and accounting procedures related to its purchase.

9. The terms of this Agreement shall be governed by the laws of the State of Washington.
10. This Agreement has been approved by the governing bodies of the Mount Vernon School District and Concrete School District by resolution, motion, or otherwise.
11. This Agreement shall become effective once it is fully executed and shall remain in force, unless Mount Vernon School District terminates the contract for produce products per the terms of the contract.



8-12-11

 8/25/11

Carl Bruner, Superintendent

Date

Barbara Hawkings, Superintendent Date

Mount Vernon School District

Concrete School District