

**EVERETT SCHOOL DISTRICT NO. 2  
SNOHOMISH COUNTY, WASHINGTON  
RESOLUTION NO. 1243**

Intergovernmental Cooperative Purchasing Agreement for the Purpose of Establishing an  
Interlocal Agreement with Educational Service District No. 112

**WHEREAS**, Everett School District is a duly constituted School District organized and existing under and by virtue of the laws of the State of Washington; and

**WHEREAS**, the Educational Service District No. 112 is organized and existing under and by virtue of the laws of the State of Washington; and

**WHEREAS**, each party is also a public agency, as defined by RCW 39-34.020; and

**WHEREAS**, school districts in the State of Washington are authorized by RCW 28A.320 and RCW 39.34, to enter into cooperative agreements for the purchase of various equipment, supplies and services; and

**WHEREAS**, both Parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

**WHEREAS**, the Parties recognize and find that this Agreement will permit the Parties to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Everett School District No. 2, Snohomish County, Washington agrees as follows:

That an interlocal cooperative by and between Everett School District No. 2 and Educational Service District No. 112 be formed for the purpose of enabling Everett School District to utilize the competitively sourced contracts awarded by Educational Service District No. 112;

This Agreement shall allow the purchase or acquisition of goods and services by Everett School District directly from a third-party vendor if a provision has been in the lead agency's contract with that third-party vendor that permits other agencies to avail themselves of the goods and services offered under the contract, and Everett School District finds and affirms that the contract awarded by Educational Service District No. 112 meets or exceeds their own statutory requirements.

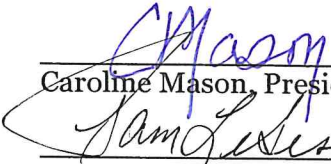
This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice to the other Party.

Everett School District will be solely responsible for purchase, service, and disposal obligations for their use of Educational Services District No. 112 contracts.


The Everett School District reserves the right to contract purchases independently, with or without notice to the other Party. This Agreement does not obligate either party to acquire goods or services through the contractual agreements of the other Party.

Adopted by the Board of Directors of Everett School District No. 2, Snohomish County, Washington, at a regular meeting thereof, held on August 25, 2020.

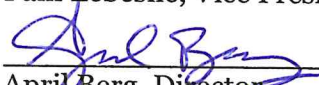
**EVERETT SCHOOL DISTRICT NO. 2**  
Snohomish County, Washington



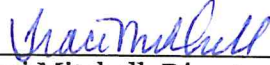
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Caroline Mason, President


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Pam LeSesne, Vice President

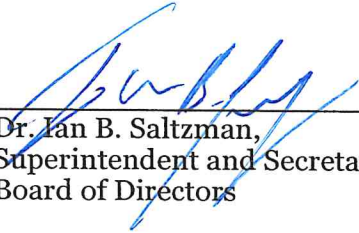
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April Berg, Director

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Traci Mitchell, Director

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Andrew Nicholls, Director

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Dr. Ian B. Saltzman,  
Superintendent and Secretary,  
Board of Directors



**INTERLOCAL PURCHASING AGREEMENT  
FOR COOPERATIVE PURCHASING CONTRACTS**

**EDUCATIONAL SERVICE DISTRICT NO. 112**

**2500 NE 65th Avenue  
Vancouver WA 98661-6812**

**Parties to the Agreement:**

Educational Service District No. 112, a political subdivision of the state of Washington (ESD 112), and Everett School District No. 002, a quasi-municipal corporation of the state of Washington (District) located at 5200 Everett Avenue, Everett WA 98201.

**Summary Statement-Agreement Purpose**

**INTERLOCAL PARTICIPATION IN COOPERATIVE PURCHASING CONTRACTS**

For the cooperative purchasing of personal protective equipment (PPE).

**Agreement Number**

**20054-531**

**Agreement Period**

Term Start: June 1, 2020

Term End Date: May 31, 2021

**Attachments:** This Agreement consists of this signature page and the following exhibits, which constitute the entire understanding of the parties

**Exhibit A: Terms & Conditions**

**Exhibit B: Agreement Contact Information**

Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

IN WITNESS WHEREOF, the District and ESD112 have executed this Agreement on the date and year indicated below.

**EVERETT SCHOOL DISTRICT NO. 002**

AUTHORIZED SIGNATURE:

*Molly Ringo*



DATE: Thu, Jul 9, 2020, 05:10 PM EDT

**EDUCATIONAL SERVICE DISTRICT NO 112**

AUTHORIZED SIGNATURE:

*Tim Merlino*



DATE: Thu, Jul 9, 2020, 05:16 PM EDT

**ESD INFORMATION**

DEPT APPROVAL

J Strunk

BUS SVC APPROVAL

P Pepin

**EXHIBIT A**  
**GENERAL TERMS & CONDITIONS**

**1. Purpose.**

- 1.1** Pursuant to RCW 28A.320 and the Interlocal Cooperation Act RCW 39.34, and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing, ESD112 and school districts (Parties) are entering into this Agreement for cooperative purchasing of personal protective equipment (PPE).
- 1.2** 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 bodies of the Parties shall jointly administer this Agreement in accordance with the terms contained herein.
- 1.3** Parties to the Agreement seek to join together to secure PPE, reduce their respective costs in purchasing PPE for use in agency operations and to make the most efficient use of their powers by enabling cooperation with each other on a basis of mutual advantage.

**2. Term.** The Term for the Agreement shall be one (1) year, beginning June 1, 2020, or the date of last signature, ending May 31, 2021.

**3. Provisions.**

- 3.1** ESD112 represents and warrants it has complied with its statutory requirements under Washington law regarding notice for bids or proposals for goods or services subject to this Agreement. ESD112 further represents and warrants it posted the bids or solicitation on a website established and maintained by ESD112, for the purposes of posting public notice of bids or proposal solicitations for ESD112's purchasing program.
- 3.2** The District agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchases they make. ESD112 makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies or rules applicable to each participating District.
- 3.3** School districts that are interested in purchasing PPE in reliance on the ESD 112 competitively procured contract, shall submit a letter of intent to ESD 112 no later than June 19, 2020 with the type and quantity of PPE the District wants to purchase.
- 3.4** ESD112 will secure competitive contracts and commit to place orders for the type and quantity of PPE the Districts identifies in the letter of intent. ESD112 will email the District the bid prices for the PPE within forty-eight hours following bid opening.

- 3.5 The District may modify the type and quantity of PPE that it wants to purchase, as identified in the letter of intent, if it sends a reply email to the ESD within five (5) business days of the date the ESD emailed the bid prices to the District. Failure to notify the ESD of changes within five (5) date will result in ESD 112 ordering the type and quantity of PPE in the District's letter of intent. Once ESD 112 orders PPE for the District, the District is responsible for and shall pay ESD 112 for the PPE.
- 3.6 ESD 112 will purchase and receive the PPE the District identifies and deliver it to the District. Upon delivery of goods to District, ESD112 will invoice the District.
- 3.7 The District shall pay the ESD invoice within thirty (30) days of the invoice date. The invoice will include the actual bid price of the PPE plus any applicable costs for delivery of products to the District and a 1.5% administrative fee of total invoice amount.
- 3.8 ESD112 shall make all orders directly to the vendor(s) or vendor's subcontractors that are furnishing specified PPE under contracts issued through the cooperative bid solicitation. The ESD 112 will provide an order schedule for the remainder of the term of the agreement by September 1, 2020.
- 3.9 ESD112 offers no additional guarantees regarding the manufactured quality, performance or material defects of PPE received by the District under this agreement.
- 3.10 ESD112 shall have responsibility for coordinating the delivery of the PPE requested by the District to a single district facility. The District shall be responsible for all costs associated with delivery.
- 3.11 The manner of financing the PPE purchased under this Agreement shall be through budgeted funds or other available funds of the District. The District shall be responsible for all budget and accounting procedures related to its purchases.
- 3.12 This Agreement has been approved by the governing bodies of the District and ESD112 by resolution, motion, or by other means specifically authorized by law.
- 3.13 This Agreement shall supersede all prior agreements and understandings with ESD112 and the District pertaining to cooperative purchasing. This Agreement may only be amended by a written document duly executed by the parties.
- 3.14 This Agreement shall become effective once it is fully executed and filed as required by law, or listed on ESD112's or on the District's web site or other electronically retrievable public source. The District shall file or list the Agreement on their website prior to purchasing items under this Agreement.

3.15 This Agreement shall remain in force until the Term End Date. ESD112 or the District may terminate this Agreement upon sixty (30) days written notice to the other party.

3.16 The terms and conditions of this Agreement shall be governed by the laws of the State of Washington.

**EXHIBIT B**  
**AGREEMENT CONTACT INFORMATION**

<b>PROGRAM CONTACTS</b>	
<b><u>PURCHASING AGENCY</u></b>	<b><u>ESD112</u></b>
Name: Molly Ringo	Name: Jeff Strunk
Position Title: Director Of Maintenance, Saf	Position Title: Purchasing Manager
Phone: 425.385.5200	Phone: 360.949.1989
Email: mringo@everettsd.org	Email: jeff.strunk@esd112.org

<b>SIGNATURE AUTHORITY / NOTICE CONTACT</b>	
<b><u>PURCHASING AGENCY</u></b>	<b><u>ESD112</u></b>
Name: Molly Ringo	Name: Tim Merlino
Position Title: Director Of Maintenance, S:	Position Title: Superintendent
Phone: 425.385.5200	Phone: 360.750.7500
Email: mringo@everettsd.org	Email: tim.merlino@esd112.org